

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street number, and address)
BRIGHTON HUSHING-KLINE 257399, GARY A BEMIS, 92508
LEGAL DEPARTMENT OF GCFS, INC
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PASO ROBLES, CA 93447-3410
TELEPHONE NO 800-646-4237 FAX NO (Optional)
E-MAIL ADDRESS (Optional)
ATTORNEY FOR (Name) Plaintiff

FOR COURT USE ONLY
FILED
Superior Court Of California,
Sacramento
09/29/2010
emedina
By _____, Deputy
Case Number:
34-2010-00089212

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO
STREET ADDRESS 720 NINTH ST
MAILING ADDRESS
CITY AND ZIP CODE SAC RAMENTO CA 95814
BRANCH NAME GORDON D SCHABER DOWNTOWN COURTHOUSE

PLAINTIFF GCFS, INC, a California corporation
DEFENDANT CASEY K SERIN aka CASEY KONSTANTIN SERIN
[] DOES 1 TO 5

CONTRACT
[] COMPLAINT [] AMENDED COMPLAINT (Number):
[] CROSS-COMPLAINT [] AMENDED CROSS-COMPLAINT (Number):

Jurisdiction (check all that apply):
[] ACTION IS A LIMITED CIVIL CASE
Amount demanded [] does not exceed \$10,000
[] exceeds \$10,000 but does not exceed \$25,000
[] ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)
[] ACTION IS RECLASSIFIED by this amended complaint or cross-complaint
[] from limited to unlimited
[] from unlimited to limited

CASE NUMBER

1 Plaintiff* (name or names) GCFS, INC, a California corporation

alleges causes of action against defendant* (name or names) CASEY K SERIN aka CASEY KONSTANTIN SERIN, and DOES 1 to 5

2 This pleading, including attachments and exhibits, consists of the following number of pages 8 (EIGHT)

3 a Each plaintiff named above is a competent adult
[] except plaintiff (name) GCFS, INC, a California corporation
(1) [] a corporation qualified to do business in California
(2) [] an unincorporated entity (describe)
(3) [] other (specify)

Department
Assignments
Case Management 45
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Minors Compromise 24

b [] Plaintiff (name) GCFS, INC, a California corporation
a [] has complied with the fictitious business name laws and is doing business under the fictitious name (specify)
GREATER CALIFORNIA FINANCIAL SERVICES

b [] has complied with all licensing requirements as a licensed (specify)

c [] Information about additional plaintiffs who are not competent adults is shown in Attachment 3c

4 a Each defendant named above is a natural person
[] except defendant (name) [] except defendant (name)
(1) [] a business organization, form unknown (1) [] a business organization, form unknown
(2) [] a corporation (2) [] a corporation
(3) [] an unincorporated entity (describe) (3) [] an unincorporated entity (describe)
(4) [] a public entity (describe) (4) [] a public entity (describe)
(5) [] other (specify) (5) [] other (specify)

* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant

SHORT TITLE GCFS, INC vs CASEY K SERIN	CASE NUMBER
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4 (Continued)

- b The true names of defendants sued as Does are unknown to plaintiff
- (1) Doe defendants (specify Doe numbers) _____ were the agents or employees of the named defendants and acted within the scope of that agency or employment
 - (2) Doe defendants (specify Doe numbers) _____ are persons whose capacities are unknown to plaintiff
- c Information about additional defendants who are not natural persons is contained in Attachment 4c
- d Defendants who are joined under Code of Civil Procedure section 382 are (names)

- 5 Plaintiff is required to comply with a claims statute, and
- a has complied with applicable claims statutes, or
 - b is excused from complying because (specify)

- 6 This action is subject to Civil Code section 1812 10 Civil Code section 2984 4

7 This court is the proper court because

- a a defendant entered into the contract here
- b a defendant lived here when the contract was entered into
- c a defendant lives here now
- d the contract was to be performed here
- e a defendant is a corporation or unincorporated association and its principal place of business is here
- f real property that is the subject of this action is located here
- g other (specify)

8 The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached)

- Breach of Contract
- Common Counts
- Other (specify)

- 9 Other allegations GCFS, INC is a successor in interest to CASH CALL, INC

10 Plaintiff prays for judgment for costs of suit, for such relief as is fair, just, and equitable, and for

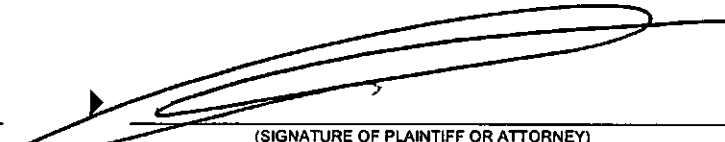
- a damages of \$ 12,866 74 (\$9,725 33 principal plus \$3,141 41 interest to 09-21-10)
- b interest on the damages
 - (1) according to proof
 - (2) at the rate of (specify) 10 00 percent per year on \$9,725 33 from (09-22-10) to judgment date
- c attorney's fees
 - (1) of \$ 2,086 67*
 - (2) according to proof
- d other (specify) 1 Costs of suit 2 For other and further relief as the Court deems proper

*Attorney fees calculated as to first cause of action only

- 11 The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers)

Date 09-21-10

BRIGHTON HUSHING-KLINE
 (TYPE OR PRINT NAME)


 (SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification)

SHORT TITLE GCFs, INC vs CASEY K SERIN	CASE NUMBER
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FIRST _____ **CAUSE OF ACTION—Breach of Contract**
 (number)

ATTACHMENT TO Complaint Cross - Complaint
 (Use a separate cause of action form for each cause of action)

BC-1 Plaintiff (name) **GCFs, INC** , a California corporation

alleges that on or about (date) **1-10-06**

a written oral other (specify)

agreement was made between (name parties to agreement) Plaintiff's assignor and defendants

- A copy of the agreement is attached as Exhibit A, or
- The essential terms of the agreement are stated in Attachment BC- 1 are as follows (specify)

BC-2 On or about (dates) **6-30-07**

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts
 (specify) **Failure to pay account balance due**

BC-3 Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing

BC-4 Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement
 as stated in Attachment BC-4 as follows (specify) **TOTAL DAMAGES BEING \$12,866.74** calculated as follows **\$9,725 33** principal, plus **\$3,141 41** interest (Interest calculated at 10% from date of charge-off by **CASH CALL, INC** , 6-30-07, to date of suit)

BC-5 Plaintiff is entitled to attorney fees by an agreement or a statute
 of \$ **2,086 67** (calculated on damages of **\$9,725 33** principal + **\$3,141 41** interest to date)
 according to proof

BC-6 Other **1** Costs of suit
2 For other and further relief as the Court deems proper

Loan Document

CASHCALL PROMISSORY NOTE AND DISCLOSURE STATEMENT

Account No.: 6462
 Lender: CashCall, Inc.
 Address: 17360 Brookhurst Street
 Fountain Valley, CA 92708

Date of Note: January 10, 2006
 Borrower: CASEY K SERIN

TRUTH IN LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE <i>The cost of your credit as a yearly rate</i>	FINANCE CHARGE <i>The dollar amount the credit will cost YOU</i>	AMOUNT FINANCED <i>The amount of credit provided to YOU</i>	TOTAL OF PAYMENTS <i>The amount you will have paid after all payments are made as scheduled</i>
24.24 %	\$16,679.27	\$9,925.00	\$26,604.27

PAYMENT SCHEDULE

You will make one payment of \$146.67 on February 01, 2006.

You will make 120 monthly payments of \$220.48 beginning on March 01, 2006.

Late Charge: If a payment is late, you will be charged \$15.00

Prepayment: If you pay off this loan early, you will not have to pay any penalty.

Please see the remainder of this document for additional information about nonpayment, default and any required repayment in full before the scheduled date.

ITEMIZATION OF AMOUNT FINANCED

Amount Financed:	\$9,925.00
Amount Paid to Borrower Directly:	\$9,925 00

Exhibit A Page 1

Prepaid Finance Charge/Origination Fee: \$75.00

In this Promissory Note & Disclosure Statement ("Note"), the words "I" and "me" mean the person signing as a borrower. The boxed-in disclosures above are part of the terms and conditions of your agreement with us.

FOR VALUE RECEIVED, I promise to pay to the order of CashCall, Inc., or any subsequent holder of this Note (the "Holder"), the sum of **\$10,000.00**, together with interest calculated at **24.00 %** and any outstanding charges or late fees, until the full amount of this Note is paid.

I understand that my payments will be applied first to any outstanding charges or late fees, then to earned interest and finally to principal. The payment schedule described above is only an estimate and may change in the event I do not make all payments as scheduled.

I understand that I may prepay all or any part of the principal without penalty.

I understand that I will be subject to a fee not to exceed the legally permitted amount if any payment I make is returned for non-sufficient funds

I understand that if I fail to make any payment due hereunder, the Holder of this Note shall have the right, after a 30-day grace period, to declare this Note to be immediately due and payable. I further understand that if I file for an assignment for the benefit of creditors, bankruptcy, or for relief under any provisions of the United States Bankruptcy Code, the Holder of this Note shall have the right to declare this Note to be immediately due and payable.

I understand that in the event that Holder is required to employ an attorney at law to collect any amounts due under this Note, I will be required to pay the reasonable fees of such attorney to protect the interest of Holder or to take any other action required to collect the amounts due hereunder.

I agree that all payments not made within fifteen (15) days of the due date shall be subject to a late fee of \$15. Any late fee assessed shall be collected by the Holder on behalf of the Holder and shall inure to the exclusive benefit of the Holder.

The origination fee included in the prepaid finance charge/origination fee disclosed above is fully earned upon loan origination, is not subject to rebate upon prepayment or acceleration of this Note and is not considered interest

The Holder of this Note may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I hereby, to the extent allowed by law, waive any applicable statute of limitations, presentment, demand for payment, or protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability.

The rights of Holder hereof shall be cumulative and not necessarily successive. This Note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of California

This Note is in original format an electronic document fully compliant with the Electronic Signatures in Global and National Commerce Act (E-SIGN) and other applicable laws and regulations, and that the one, true original Note is retained electronically by Holder on behalf of Holder. All other versions hereof, whether electronic or in tangible format, constitute facsimiles or reproductions only

Exhibit A Page 2

I understand that I have previously consented to receive all communications from the Holder, including but not limited to, all required disclosures via electronic mail.

I understand and agree that CashCall, Inc. may obtain credit reports on me an ongoing basis as long as this loan remains in effect. I also authorize CashCall, Inc. to report information concerning my account to credit bureaus and anyone else it believes in good faith has a legitimate need for such information.

NOTE TO CALIFORNIA BORROWERS: A married or registered domestic partner applicant may apply for a separate account. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. If Holder takes any adverse action as defined by Section 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, you have the right to obtain within 60 days a free copy of your consumer credit report from the consumer reporting agency who furnished us your consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. You have the right as described by Section 1785.16 of the California Civil Code to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency.

<input checked="" type="checkbox"/>	I CERTIFY THAT NO PERSON HAS PERFORMED ANY ACT AS A BROKER IN CONNECTION WITH THE MAKING OF THIS LOAN.
<input checked="" type="checkbox"/>	I ATTEST THAT THE CHECK SUBMITTED FOR APPROVAL OF MY LOAN IS FROM A LEGAL, OPEN AND ACTIVE ACCOUNT. THE CHECK IS NOT ALTERED, FORGED, STOLEN OR OBTAINED THROUGH FRAUDULENT OR ILLEGAL MEANS.
<input checked="" type="checkbox"/>	I ATTEST THAT (1) THE PAY STUB THAT I SUBMITTED FOR APPROVAL OF MY LOAN IS A VALID STUB FROM A JOB THAT I CURRENTLY HOLD AND THE STUB HAS NOT BEEN ALTERED OR FORGED IN ANY WAY; OR (2) I WAS NOT REQUIRED TO SUBMIT A PAY STUB TO OBTAIN MY LOAN.
<input checked="" type="checkbox"/>	I HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS PROMISSORY NOTE AND DISCLOSURE STATEMENT AND AGREE TO BE BOUND THERETO. I UNDERSTAND AND AGREE THAT MY EXECUTION OF THIS NOTE SHALL HAVE THE SAME LEGAL FORCE AND EFFECT AS A PAPER CONTRACT.

THIS LOAN IS MADE PURSUANT TO THE CALIFORNIA FINANCE LENDER LAW. FOR INFORMATION, CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA, LICENSE NO. 603-8780.

ELECTRONIC FUNDS AUTHORIZATION AND DISCLOSURE

I hereby authorize CashCall to withdraw my scheduled loan payment from my checking account on or about the FIRST day of each month. I further authorize CashCall to adjust this withdrawal to reflect any additional fees, charges or credits to my account. I understand that CashCall will notify me 10 days prior to any given transfer if the amount to be transferred varies by more than \$50 from my regular payment amount. I understand that this authorization and the services undertaken by CashCall in no way alters or lessens my obligations under the loan agreement. I

Exhibit A Page 3

understand that I can cancel this authorization at any time (including prior to my first payment due date) by sending written notification to CashCall. Cancellations must be received at least seven days prior to the applicable due date.

<input checked="" type="checkbox"/>	I UNDERSTAND CASHCALL'S PAYMENT COLLECTION POLICY AND AUTHORIZE ELECTRONIC DEBITS FROM MY BANK ACCOUNT.
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Click [here](#) to print out a copy of this document for your records

Sign Document

SHORT TITLE GCFS, INC vs CASEY K SERIN	CASE NUMBER
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SECOND CAUSE OF ACTION—Common Counts

(number)

ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action)

CC-1 Plaintiff (name) GCFS, INC , a California corporation

- alleges that defendant (name) Defendants

became indebted to plaintiff other (name) Plaintiff's assignor

a within the last four years

(1) on an open book account for money due

(2) because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff

b within the last two years four years

(1) for money had and received by defendant for the use and benefit of plaintiff

(2) for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff

the sum of \$

the reasonable value

(3) for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff

the sum of \$

the reasonable value

(4) for money lent by plaintiff to defendant at defendant's request

(5) for money paid, laid out, and expended to or for defendant at defendant's special instance and request

(6) other (specify)

CC-2 \$ 9,725 33, which is the reasonable value, is due and unpaid despite plaintiff's demand,

plus prejudgment interest according to proof at the rate of 10 00 percent per year

from (date) 6-30-07

CC-3 Plaintiff is entitled to attorney fees by an agreement or a statute

of \$ Pursuant to CC § 1717 et seq

according to proof

CC-4 Other