

IN THE COUNTY COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA  
CASE NUMBER \_\_\_\_\_

STUDENT LOAN SOLUTIONS, LLC.,  
Plaintiff,

vs.

and E, Defendants.

\_\_\_\_\_  
COMPLAINT

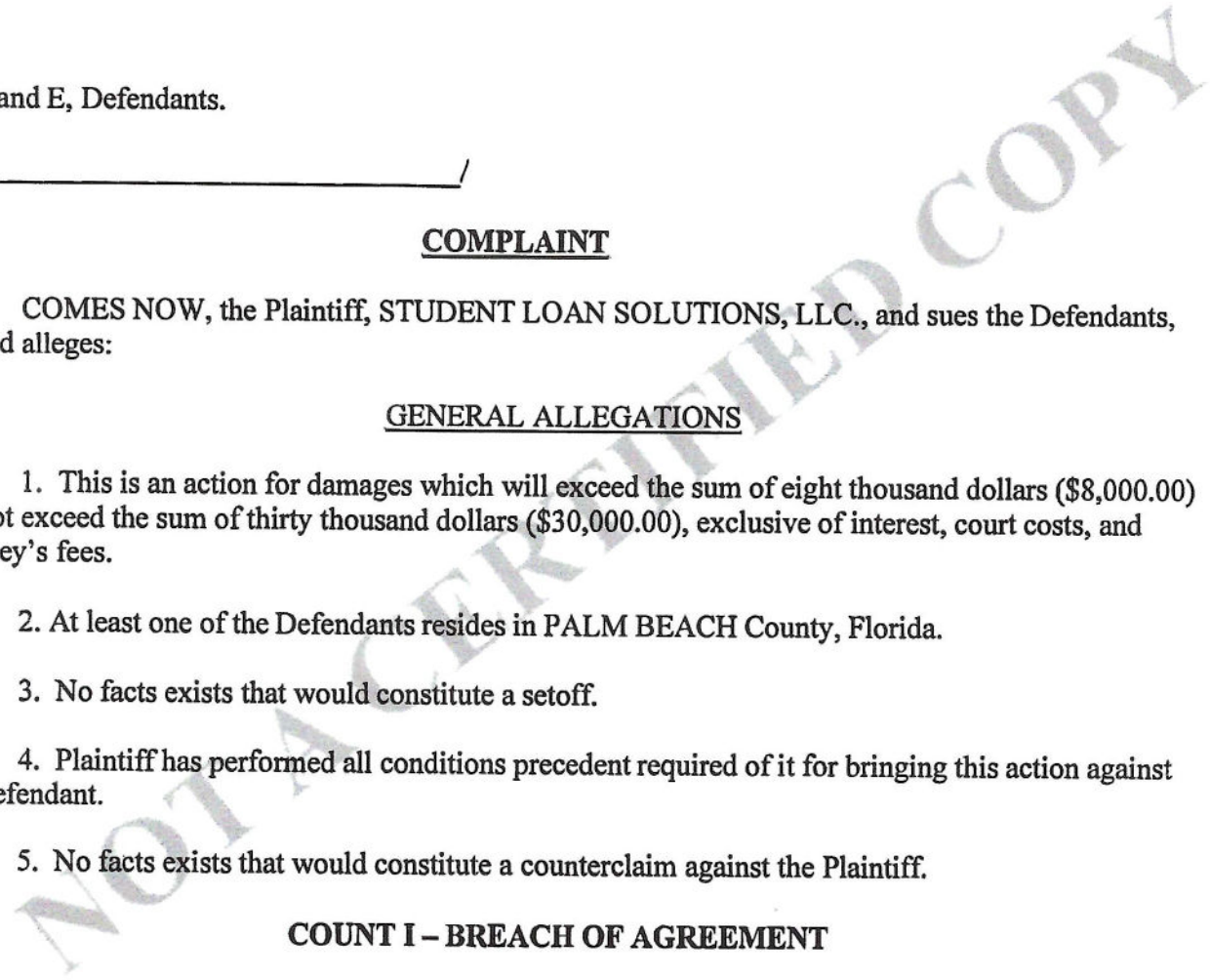
COMES NOW, the Plaintiff, STUDENT LOAN SOLUTIONS, LLC., and sues the Defendants, DI and alleges:

GENERAL ALLEGATIONS

1. This is an action for damages which will exceed the sum of eight thousand dollars (\$8,000.00) but not exceed the sum of thirty thousand dollars (\$30,000.00), exclusive of interest, court costs, and attorney's fees.
2. At least one of the Defendants resides in PALM BEACH County, Florida.
3. No facts exists that would constitute a setoff.
4. Plaintiff has performed all conditions precedent required of it for bringing this action against the Defendant.
5. No facts exists that would constitute a counterclaim against the Plaintiff.

COUNT I – BREACH OF AGREEMENT

6. Plaintiff realleges and incorporates by reference paragraphs 1 through 5 as fully set forth herein.
7. On or about November 10, 2007, Defendants executed and delivered to Bank of America, N.A. , a loan request/credit agreement. A copy of which is attached hereto as Exhibit A, incorporated herein by reference and made a part hereof along with the incorporated terms and conditions of the credit agreement.
8. That on November 14, 2007 and pursuant to the terms of the credit agreement, Bank of America, N.A. sent Defendants a Note Disclosure Statement regarding the disbursement of the loan. A copy of which is attached hereto as Exhibit B, incorporated herein by reference and made a part hereof.



9. That the Note Disclosure Statement set forth the terms of repayment of the loan.
10. That pursuant to the terms of the loan, the loan was to be repaid by the Defendants via monthly installment payments.
11. That on October 31, 2017 Bank of America, N.A. assigned their interest in agreement to the Plaintiff.
12. That the Plaintiff holds and owns the agreement.
13. The Defendants, have failed to pay the installment payments when due and Plaintiff has elected to accelerate the balance.
14. That on February 23, 2022 Plaintiff sent Defendants a notice of default and notice of acceleration of the balance due. A copy of which is attached hereto as Exhibit C, incorporated herein by reference and made a part hereof along with the incorporated terms and conditions of the credit agreement.
15. Defendants owe the Plaintiff \$11256.54 together with interest.
16. The Plaintiff has retained the undersigned attorney in this cause and is obligated to pay them a reasonable attorney's fee. The Defendants have agreed in writing to pay a reasonable fee to the Plaintiff's attorney. Said agreement is contained in Plaintiff's Exhibit "A". Plaintiff alleges that a reasonable fee in this matter would be a minimum of \$1200.00 and will seek an award of such amount in the event that a default judgment is entered against the Defendants. Plaintiff intends to seek additional attorney's fees based upon the hours spent and other factors in the event this matter is contested.

WHEREFORE, the Plaintiff prays that this Court will enter Judgment against the Defendants for damages in the amount of \$11256.54, together with interest, court costs, and attorney's fees.

BOWDEN BARLOW LAW, P.A.

By

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