

IN THE COUNTY COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA  
CASE NUMBER 50 2021-36 011

STUDENT LOAN SOLUTIONS, LLC.,  
Plaintiff,

vs.

Defendant.

**AMENDED COMPLAINT**

COMES NOW, the Plaintiff, STUDENT LOAN SOLUTIONS, LLC., and sues the Defendant,  
DENN, 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. The Defendant resides in PALM BEACH County, Florida.
3. Per the terms of the loan agreement, the parties have agreed that California law shall apply.
4. No facts exists that would constitute a setoff.
5. Plaintiff has performed all conditions precedent required of it for bringing this action against the Defendant.
6. No facts exists that would constitute a counterclaim against the Plaintiff.

**COUNT I – BREACH OF AGREEMENT**

7. Plaintiff realleges and incorporates by reference paragraphs 1 through 6 as fully set forth herein.
8. On or about January 10, 2008, Defendant executed and delivered to Bank of America, N.A., a loan request/credit agreement. A copy of the loan request/credit agreement 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.

9. That on January 15, 2008 and pursuant to the terms of the credit agreement, Bank of America, N.A. sent Defendant a Note Disclosure Statement regarding the disbursement of the loan. A copy of the Note Disclosure Statement is attached hereto as Exhibit B, incorporated herein by reference and made a part hereof.

10. That the Note Disclosure Statement set forth the terms of repayment of the loan.

11. That pursuant to the terms of the loan, the loan was to be repaid by the Defendant via monthly installment payments.

12. That on October 31, 2017 Bank of America, N.A. assigned its interest in the agreement to the Plaintiff. A copy of the bill of sale/assignment is attached hereto as Exhibit C, incorporated herein by reference and made a part hereof.

13. That the Plaintiff holds and owns the agreement.

14. The Defendant has failed to pay the installment payments when due and Plaintiff has elected to accelerate the balance.

15. That on July 14, 2021 Plaintiff sent Defendant a notice of default and notice of acceleration of the balance due. A copy of the notice of default and notice of acceleration is attached hereto as Exhibit D, incorporated herein by reference and made a part hereof along with the incorporated terms and conditions of the credit agreement.

16. Defendant owes the Plaintiff \$20901.33 for the installment payments due from November 7, 2017 to July 7, 2030 together with interest.

17. The Plaintiff has retained the undersigned attorney in this cause and is obligated to pay them a reasonable attorney's fee. The Defendant has 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 Defendant. 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 Defendant for damages in the amount of \$20901.33, together with interest, court costs, and attorney's fees.

**CERTIFICATE OF SERVICE**

I HEREBY certify that a copy of the Amended Complaint has been furnished by regular mail to \_\_\_\_\_, 545 42nd Street, West Palm Beach FL 33407, this 7th day of June, 2022.

BOWDEN BARLOW LAW, P.A.

By \_\_\_\_\_

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