

**IN THE COUNTY COURT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA**

ARVON FUNDING, LLC, aao Gordon Food
Service,

CIVIL DIVISION

Plaintiff,

CASE NO.: 2013-17595 CC 05

v.

NOEL ENTERPRISES LLC d/b/a Wing
Zone; and LINDA JOSEPH –NOEL a/k/a
Linda Joseph a/k/a Linda Marie Joseph,

Defendants.

**VERIFIED STATEMENT OF CLAIM AND AFFIDAVIT OF COSTS
AND PRE-JUDGMENT INTEREST AT THE CONTRACTUAL RATE
AFFIDAVIT OF INDEBTEDNESS / AFFIDAVIT OF INTEREST CALCULATION**

The undersigned, Roniel Rodriguez, deposes and says:

1. My name is Ron Rodriguez. I am the authorized agent for the Plaintiff in the above-styled action, its attorney at law, and I have personal knowledge of the facts stated herein based on the documents which are kept in the ordinary course of business as a business record and evidence the nature and amount of the *liquidated damages* sought against the Defendant.

BREACH OF CONTRACT

2. As a result of the claims the Plaintiff has asserted against the Defendants, the Plaintiff has sustained damages.

3. Specifically, the Plaintiff has suffered damages resulting from the Defendants breach of contract and failure to pay the Plaintiff the amounts due and owing under various invoices for the products they requested and received from the

Plaintiff as alleged in the Complaint.

The Plaintiff is further entitled to pre-judgment interest which has been calculated as provided below.

4. Indeed, the Defendants received and benefited from goods received by them from the Plaintiff and failed to pay the Plaintiff the value of those goods.

5. As a result of the breach of contract by the Defendants, the Plaintiff incurred certain costs in the filing of the instant action.

6. Indeed, the Plaintiff paid the Clerk of Court for the filing of the instant action and the issuance of a summons.

7. Moreover, the Plaintiff was required to hire a licensed and authorized process server to serve process on the Defendants.

8. Moreover, the Plaintiff is entitled to its reasonable attorneys fees incurred in prosecuting and collecting against the Defendants pursuant to the terms of the contract by and between the Defendants and the Plaintiff.

9. Damages have been calculated as follows:

Principal Amount /Liquidated Damages.....	\$	7,501.58
--	-----------	-----------------

RECOVERABLE COSTS

Filing Fees and issuance of summonses by the Clerk of Court	\$	310.00
---	----	--------

Service of Process fees charged by licensed process server	\$	90.00
--	----	-------

CONTRACTUAL RATE OF INTEREST 18%

4/29/2013

10/3/13

<u>DAILY</u> <u>INTEREST</u>	<u>NO. PRE-JUDG.</u> <u>DAYS</u>	<u>LIQUIDATED</u> <u>DAMAGES</u>	<u>PRE-JUDG.</u> <u>INTEREST</u>
0.000493151 18% / 365	157	7,501.58	\$ 580.81
<u>TOTAL AMOUNT</u>			<u>\$ 8,482.39</u>

VIOLATION OF SECTION 68.065, FLORIDA STATUTE

10. As a result of the claims the Plaintiff has asserted against the Defendants for issuing a worthless check on an account that lacked sufficient funds to honor the face amount of the check, the Plaintiff has sustained damages.

11. Specifically, the Plaintiff has suffered damages in the liquidated sum indicated below.

12. The Check(s) was/were dishonored by the Defendants bank.

13. The Plaintiff has complied with all the statutory notice requirements and the Defendant(s) have/has failed to pay the Plaintiff the principal amount of the worthless check with a service charge as required by law within the thirty (30) days mandated by law.

14. Indeed, the Defendant(s) received notice from the Plaintiff's agent in a letter which was in strict conformity with Florida law and provided that the Defendant had thirty (30) days to pay the principal sum of the worthless check(s) or a civil action would be filed against the Defendants for treble damages, court costs, attorneys fees.

15. The Defendants failed to pay within the 30 days required by law.

16. As a result of the Defendants failure to make payment as required by law, the Plaintiff is entitled to, in addition to the principal amount of the dishonored checks, statutory damages (treble the amount of the dishonored check(s)) pursuant to Section 68.065, Florida Statute.

17. In addition, the Plaintiff is entitled to pre-judgment interest from the date the worthless check(s).

18. The Plaintiff was required to file a lawsuit in the instant action and has a statutory entitlement to recoup its attorneys fees and costs.

19. The Plaintiff has paid the Clerk of Courts for the filing of the instant action.

20. In addition, the Plaintiff was required to hire a licensed process server to serve the Defendant(s). The Process Server's fees are also recoverable against the Defendant(s).

21. The statutory treble damages are mandated by law if the sum demanded (checks and bank service charges) are not paid within the 30 days mandated by law.

22. Indeed, the attorneys' fees are also mandated and awardable as a matter of law if the amounts mandated by law are not paid within the required time frame.

23. Damages have been calculated as follows:

Principal Amount of the Dishonored Check(s).....	\$	6,896.10
Dishonored Check 1	\$	1,251.23
Dishonored Check 2	\$	1,484.68
Dishonored Check 3	\$	1,556.47
Dishonored Check 4	\$	1,441.14

Dishonored Check 5	\$	1,162.58
Statutory Damages Pursuant to Section 68.065, FI Statute...	\$	20,688.30
Service Charge Pursuant to Section 68.065, Florida Statute..	\$	344.81

STATUTORY RATE OF INTEREST 4.75%

4/30/2013 10/3/13

<u>DAILY INTEREST</u>	<u>NO. PRE-JUDG. DAYS</u>	<u>LIQUIDATED DAMAGES</u>	<u>PRE-JUDG. INTEREST</u>
0.000130137 4.75% / 365	156	6,896.10	\$ 140.00

TOTAL AMOUNT **\$ 28,069.21**

declare under penalty of perjury under the laws of Florida and the United States of America that I have read the foregoing document and that the facts in it are true and correct to the best of my knowledge.

Dated this 3rd day of October, 2013

21



Roniel Rodriguez

SWORN TO AND SUBSCRIBED before me by Roniel Rodriguez, who is personally known on this 3rd day of October, 2013.

21

Notary Public, State of Florid

