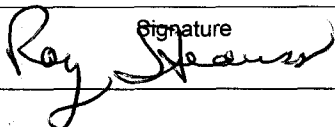


IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.

DIVISION ☐ CIVIL ☒ DISTRICTS ☐ OTHER	STATEMENT OF CLAIM (File in Duplicate Plus One For Each Defendant)	CASE NUMBER 14-11765SP23 SECTION NO.
PLAINTIFF CATHY EDELMAN	VS. DEFENDANT(S) LINDA JOSEPH	CLOCK IN 2014 AUG 21 PM 1:17 FILED FOR RECORD CLERK OF COURT MIAMI DADE COUNTY NO. 1231
The Plaintiff sues the Defendant for money owed Plaintiff by Defendant; and which is past due and unpaid; for (As marked (x) below):	Address: 275 NW 157 Street Miami, FL 33169	Phone Number:
☐ Good, wares and merchandise sold by plaintiff, to defendant; ☐ Work done and materials furnished by plaintiff, to defendant; ☒ Money lent by plaintiff to the defendant which is due and payable; ☐ Money due to plaintiff upon accounts stated and agreed to between them; ☐ On a written instrument, copy of which is attached hereto; ☐ Rent for certain premises in Miami-Dade County, Florida, Viz; ☐ Other (Explain) ☐ Any additional facts in connection with any of the above: Amt. _____ Sheriff _____ R.S. <u>Y</u> ISSUE _____ RCPT <u>3246009</u> (USE ADDITIONAL SHEET IF NECESSARY)		
Where Plaintiff demands judgment in the sum of \$ <u>4300.00</u> together with court costs and any further costs which the Court may assess.		
The Plaintiff, <u>CATHY EDELMAN</u> says the foregoing is a just and true statement of the amount owed by defendant to plaintiff, exclusive of all lawful setoffs, and that defendant has no lawful defenses which would preclude the collection of said amount.		
Affiant states that the defendant(s) is/are not in the military service of the United States.		
Attorney/Plaintiff <u>RAY STRAUSS, P.A.</u>	Signature 	Attorney's Bar No. <u>98098</u>
Address of Attorney/Plaintiff <u>17270 NE 19 Avenue, N. Miami Beach, FL 33162</u>	Telephone No. <u>305-940-7711</u>	
The foregoing instrument was acknowledged before me this <u>31</u> day of <u>July</u> , 20 <u>14</u> by <u>Ray Strauss</u> who is personally known to me or who has produced _____ as identification and did ☐ / did not ☒ take an oath.		
SWORN TO AND SUBSCRIBED BEFORE ME this <u>31</u> day of <u>July</u> , 20 <u>14</u> .		
HARVEY RUVIN CLERK OF COURTS	Deputy Clerk	NOTARY PUBLIC,  State of Florida My Commission Expires <u>January 20, 2016</u> ANDREA L. PLATT MY COMMISSION # FF 084211 Bonded Thru Notary Public Underwriters

IMPORTANT: SEE REVERSE

SERVICE OF PROCESS ☒ PROCESS SERVER ☐ SHERIFF ☐ MAIL	FILING FEE AMOUNT	RECEIPT NUMBER
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NOTE: If the claim is based upon a written document, a copy, or the material part thereof, shall be attached to the statement of claim.

**INSTRUCTION SHEET
IMPORTANT**

YOU MUST advise the Clerk, in writing, of any change in your mailing address.

If you are a DEFENDANT and fail to appear on the designated date, in person or by an attorney, a judgment may be entered against you.

Plaintiff(s) will not be entitled to a default or judgment in the absence of an affidavit regarding the defendant's military status in compliance with applicable law. This form, if sworn to, will meet the above requirements.

If you are a PLAINTIFF and fail to appear on the designated date, in person or by an attorney, this case may be dismissed for Want of Prosecution.

Any claim of the Defendant against the Plaintiff, arising out of the same transaction or occurrence which is the subject matter of plaintiff's claim, shall be filed not less than 5 days prior to the appearance date, or within such times as the Court designates. When a counterclaim or set-off exceeds the jurisdiction of the Court, it shall be filed in writing before or at the pretrial hearing, and the action shall then be transferred to the Court having jurisdiction thereof. As evidence of good faith, the counter-claimant shall deposit a sum sufficient to pay the filing fee in the Court to which the case is to be transferred with his counterclaim.

FAILURE TO MAKE THE DEPOSIT WAIVES THE RIGHT TO TRANSFER.

TRIAL BY JURY may be had upon written demand by Plaintiff made at the commencement of the action or by any defendant within 5 days after service of the notice to appear or at the Pretrial Conference. If the demand is not made, the right to trial by jury is waived.

If at any time in the proceedings a settlement is reached between the parties, this office should be notified in writing by the Plaintiff.

If you have any questions regarding procedures, this office will assist you. This office cannot furnish legal advice to you. Please consult your attorney for legal advice.

CAUTION

A copy of any paper that you file at any time with the Clerk or Judge **MUST** be sent by you to each attorney appearing in the case, if any, or to all parties not represented by an attorney. You must set forth the date and to whom you sent the copy (or copies) of the paper filed, which would be followed by your signature.

**AMERICANS WITH DISABILITIES ACT OF 1990
ADA NOTICE**

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2702, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711."

IN THE COUNTY COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

CIVIL DIVISION

CASE NO:

CATHY EDELMAN,

Plaintiff,

vs.

LINDA JOSEPH,

Defendant,

14-11765SP23

COMPLAINT

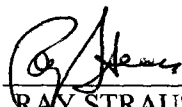
Plaintiff, CATHY EDELMAN, by and through her undersigned counsel, sues Defendant,

LINDA JOSEPH, and alleges:

1. This is an action for damages less than \$15000.00;
2. That around December 17, 2013 the Defendant herein signed a Promissory Note regarding previously advanced funds from the Plaintiff; per the attached Promissory Note and cover letter labeled Exhibit 'A';
3. That per the Promissory Note executed by the Defendant, the entire sum of \$4300.00 was due and payable around June 17, 2014; six months from date of inception;
4. That the Plaintiff, CATHY EDELMAN, made demand for payment on June 20, 2014 in the sum of \$4550.00 by collection letter attached hereto as Exhibit 'B';
5. That the Defendant has failed and refused to pay off the Promissory Note;
6. That Defendant owes Plaintiff \$4300.00 with interest;
7. That Plaintiff is obligated to pay reasonable attorney fees;

WHEREFORE, Plaintiff demands judgment for damages in the amount \$4300.00, plus interest, attorney fees and court costs.

By:



RAY STRAUSS, P.A. FBN: 98098

Attorney for Plaintiff

17270 N.E. 19th Avenue

North Miami Beach, FL 33162

305.940-7711 305.948.4800

raystrauss@bellsouth.net

PROMISSORY NOTE

\$4,300.00

December __, 2013
Miami-Dade County, Florida,

FOR VALUE RECEIVED, the undersigned promise to pay to the order of Cathy Edelman at 2999 Point East Drive, C-409, Aventura, FL 33160 or at such other address as may be indicated in writing, in the manner hereinafter specified, the principal sum of Four Thousand Three Hundred and 00/100 Dollars (\$4,300.00). The said principal shall be payable in lawful money of the United States of America, on the date and in the following manner:

The sum of \$4300.00 representing a payment of principal shall be due and payable on June __, 2014, at which time the entire principal balance shall be due.

All payments shall be first applied to late charges, if any, then to the payment of accrued interest, and the balance remaining, if any, shall be applied to the payment of the principal sum.

This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity.

If default be made in the payment of any installment under this note, and if such default is not made good within 15 days, the entire principal sum and accrued interest at 18% per annum calculated from December __, 2013 until paid in full shall at once become due and payable without notice at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same default or for any subsequent default. Any payment not received within 10 days of the due date shall include a late charge of 5% of the payment due. In the event of default in the payment of this note, and if the same is placed in the hands of any attorney for collection, the undersigned hereby agree to pay all costs of collection, including a reasonable attorneys' fee.

Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.

 (Seal)
Linda Joseph-Borrower
275 NW 157 Street
Miami, FL 33169

Exhibit 'A'

RAY STRAUSS, P.A.

ATTORNEY AT LAW

17270 N.E. 19TH AVENUE

NORTH MIAMI BEACH, FLORIDA 33162

305-940-7711

FAX 305-948-4800

E-mail: raystrauss@bellsouth.net

December 17, 2013

Linda Joseph

275 NW 157 Street

Miami, FL 33169

Re: Joseph Promissory Note to Edelman

Dear Linda:

Please be advised that I represent Cathy Edelman.

Enclosed is a Promissory Note in the sum of \$4300.00 representing funds previously given to you with the promise of repayment, in full, 6 months from the date of execution.

Please review, date, and sign (in blue ink) and then return the original document to the undersigned in the postage paid/self addressed envelope provided.

Thank you.

Very truly yours,
RAY STRAUSS

By:


RAY STRAUSS

cc: Cathy Edelman

RAY STRAUSS, P.A.

ATTORNEY AT LAW

June 20, 2014

17270 N.E. 19TH AVENUE

NORTH MIAMI BEACH, FLORIDA 33162

305-940-7711

FAX 305-948-4800

E-mail: raystrauss@bellsouth.net

To Linda Joseph
275 NW 157 street
Miami, FL 33169

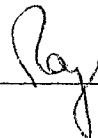
Re Edelman, Cathy vs. Linda Joseph
Promissory Note

Dear Linda,

Please be advised that I represent Cathy Edelman. Payment of your promissory note is past due. Forward a Cashier's check or Money Order to my office for \$4,300.00 representing funds previously lent to you and \$250.00 for the preparation of this letter. Please make the check payable to Ray Strauss, P.A. in the sum of \$4,550.00.

Thank you.

Very truly yours,
Ray Strauss, P.A.

By:  _____

CC: Cathy Edelman

Exhibit 'B'

HARVEY RUVIN
CLERK OF THE COURTS
MIAMI-DADE COUNTY, FLORIDA

PAYMENT WORKSHEET

CIRCUIT _____

COUNTY ND

PAYMENT TYPE

- ☐ MULTIPLE DEFENDANT FEE
☒ SUMMONS ISSUED 1 @ \$10.00
☐ GARNISHMENT
☐ RE-OPENING FEE
☐ MEDIATION FEE [PN / DN] _____
☐ COST BOND
☐ SATISFACTION OF JUDGMENT
☐ FOREIGN JUDGMENT
☐ TRANSFER FEE
☒ NEW SUIT
☐ COURT REGISTRY DEPOSIT
☐ OTHER _____

DATE: AUG - 1 2014

CASE# 14-11765SP23

ATTY BAR # 98098

Brianna Lopez

DEPUTY CLERK _____

AMOUNT \$ 300.00

**** DUPLICATE ****

Clerk's Office: Miami Dade County, FL

Entered: 8/1/2014 1:19 PM BLOPEZ
Office: ND Batch# 156062 Trans#

Rpt#: 3240009 Civil County Fee
Acct# 14011765SP23

2100	County Filing Fee	\$300.
34	Claims: > \$2500.00	\$10.
2139	Summons Issue Fee	\$300.
Check #1305	Chk Amount =	\$10.
Check #1303	Chk Amount =	\$10.

**** DUPLICATE ****