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8 **JUSTICE COURT, LAS VEGAS TOWNSHIP**
9 **CLARK COUNTY, NEVADA**

10 Check City Partnership dba Check City,

11 Plaintiff,

12 vs.

13 Russell Greer

14 Defendant

Case No.: 23C008337

Dept. No.: Department #: LVJC 6

NRS CHAPTER 604A DEBT

COMPLAINT ON A PROMISSORY
NOTE, BREACH OF CONTRACT, AND
FOR MONIES DUE AND OWING

15
16 Comes now the plaintiff, Check City Partnership dba Check City, a Nevada Corporation
17 qualified to do business and doing business in the State of Nevada, by and through Counsel Sean
18 P. Hillin, Esq. and for its cause of action against defendant, Russell Greer alleges as follows:

19 **I. JURISDICTIONAL ALLEGATIONS**

- 20 1. Plaintiff, Check City Partnership dba Check City a Nevada Corporation, was at all times
21 relevant herein duly licensed to conduct lending services in CLARK County, Nevada.
22 2. Based on information and belief, plaintiff alleges that defendant, Russell Greer was at all
23 times relevant herein a resident of LAS VEGAS Township, CLARK County, Nevada.
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1 13. Plaintiff has been damaged in the amount of \$1,607.29, along with incidental damages of
2 \$25.00 and interest of \$0.00, of which \$616.52 has been paid, leaving a balance of
3 \$1,015.77.

4 14. It has been necessary for plaintiff to retain the services of an attorney to bring and
5 maintain this action.

6 15. Plaintiff is entitled to reasonable attorney's fees and costs of suit as provided by law.

7 **IV: SECOND CAUSE OF ACTION**

8 **BREACH OF CONTRACT**

9 16. Plaintiff realleges and incorporates paragraphs 1 through 15 as though fully set forth at
10 this point.

11 17. On or about July 07,2022, Plaintiff entered into a written contract with Defendant in Las
12 Vegas, Clark County, State of Nevada. Pursuant to the terms of this contract Plaintiff
13 agreed to loan the principal sum of \$1,607.29 to Defendant and Defendant agreed to
14 repay Plaintiff for said sum, pursuant to terms of the contract.

15 18. The contractual agreement between Plaintiff and Defendant is now due and owing
16 pursuant to terms of the contract.

17 19. Plaintiff duly performed all of their obligations under the contract.

18 20. Plaintiff has made repeated demands for payment of the monies due and owing on the
19 contract, but Defendant has failed and refused, and still fails and refuses, to pay.

20 21. Defendant's refusal to satisfy the Promissory Note, along with the interest rate and late
21 charges to the Plaintiff, constitutes a material breach of the contract between the parties.

22 22. Plaintiff has been damaged in the amount of \$1,607.29, along with incidental damages of
23 \$25.00 and interest of \$0.00, of which \$616.52 has been paid, leaving a balance of
24 \$1,015.77.

25 23. Plaintiff is entitled to have and receive from Defendant the contractual obligation of the
26 sum due and owing in the amount of \$1,015.77, plus interest and late charges as provided
27 for in the contract.
28

1 24. It has been necessary for Plaintiff to retain the services of an attorney to prosecute this
2 matter.

3 25. Plaintiff is entitled to reasonable attorney's fees and costs of suit as provided by law.

4 **IV: THIRD CAUSE OF ACTION**

5 **MONIES DUE AND OWING**

6 26. Plaintiff realleges and incorporates paragraphs 1 through 25 as though fully set forth at
7 this point.

8 27. On or about July 07,2022 a promissory note was signed by Russell Greer for the amount
9 of \$1,607.29.

10 28. Plaintiff has made demand upon defendant for the amount due and owing, but defendant
11 has failed and refuses to pay.

12 29. Plaintiff has been damaged in the amount of \$1,607.29, along with incidental damages of
13 \$25.00, inclusive of interest, of which \$616.52 has been paid, leaving a balance of
14 \$1,015.77.

15 30. It has been necessary for plaintiff to retain services of an attorney to bring and maintain
16 this action.

17 31. Plaintiff is entitled to reasonable attorney's fees and suit as provided by law.

18 WHEREFORE, plaintiff, Check City Partnership dba Check City, prays as follows:

19 1. For the first cause of action.

20 a. For a judgment against defendant in the amount due and owing to plaintiff in the
21 principal sum of \$1,015.77, and interest at the statutory rate per annum, plus any
22 other late fees accrued to date.

23 b. For reasonable attorney's fees and costs of suit incurred herein, and

24 c. For any other judgment this court may deem proper in the premises.

25 2. For the second cause of action.

26 a. For a judgment against defendant in the amount due and owing to plaintiff in the
27 principal sum of \$1,015.77 and interest at the statutory rate per annum, plus any
28 other late fees that may have accrued to date.

- b. For reasonable attorney's fees and costs of suit herein; and
- c. For any other judgment this court may deem proper in the premises.

3. For the third cause of action.

- a. For a judgment against defendant in the amount due and owing to plaintiff in the principal sum of \$1,015.77, and interest at the statutory rate per annum, plus any other late fees accrued to date.
- b. For reasonable attorney's fees and costs of suit incurred herein, and
- c. For any other judgment this court may deem proper in the premises.

Dated this 04 day of April, 2023

Respectfully Submitted

By: _____

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(702) 737-3939
Attorney for Check City Partnership dba Check
City

**LAS VEGAS JUSTICE COURT
DEFAULTED LOAN INFORMATION**
(To be completed by the lender at the time of filing the Complaint)

Name of Lender: Check City Partnership dba Check City

Name of Borrower: Russell Greer

Date of Loan: 7/7/2022 Principal Amount: \$1,200.00

Annual Percentage Rate (%): 407.44 Total Finance Charges: \$407.29

Other Fees (please specify): \$0.00

Total Payment Amount: \$616.52

Date Loan Due: 8/15/2022 Date of Default: 8/16/2022

Date Repayment plan sent to borrower: 8/26/2022

Expiration date of offer: 09/15/22

Interest rate calculation
In order to determine the final judgment amount, the Court needs
to determine the method by which you calculated the interest due.

Original loan amount: \$1,200.00

Interest accrued at original rate before default: \$407.29

Interest accrued at the statutory rate following default (for no more than 90 days) \$0.00

Any authorized fees: \$25.00 Total claimed amount: \$1,015.77

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Signature: 

Executed on: 3/28/2023



Check City
P. O. BOX 1259, DEPT. # 108759
OAKS, PA 19456



IF PAYING BY VISA OR MASTERCARD DEBIT, FILL OUT BELOW		
<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD DEBIT		
CARD NUMBER	EXP. DATE	AMOUNT
SIGNATURE	MUST INCLUDE 3 DIGIT SECURITY CODE FROM BACK OF CARD	

Check City
(702) 216-2100
(702) 214-8669 Fax

08/26/2022

RUSSELL GREER
3651 ARVILLE ST APT 711
LAS VEGAS NV 89103-1662



Check City
P. O. Box 35227
Las Vegas, NV 89133



Please detach top portion and return with payment.

Re: Notice of Opportunity to Enter into a Repayment Plan Pursuant to NRS 604A.5055

Dear Russell Greer:

On 07/07/2022 you entered into a High Interest Unsecured Installment Loan Agreement ("Loan Agreement") with Check City Partnership, LLC d/b/a Check City. Please note the following information regarding your loan with Check City, which is now in default:

Loan ID:	NVO-6224284
Origination Date:	07/07/2022
Principal Loan Amount	\$1200.00
Total Principal Payments Made on Loan:	\$359.67
Total Interest Due:	\$150.44
Default Date:	08/26/2022
Returned ACH Payment Fee(s):	\$25.00
Additional Charges Added:	\$0.00
Remaining Balance Due:	\$1,015.77

On 08/26/2022 you defaulted on your obligations under the Loan Agreement. Pursuant to Nevada Law before we attempt civil action, we are hereby offering you an opportunity to enter into a written AMENDMENT OF THE HIGH INTEREST UNSECURED INSTALLMENT LOAN AGREEMENT TO ESTABLISH A REPAYMENT PLAN ("Repayment Plan").

You have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the date of Default.

The date by which you must act to enter into a Repayment Plan is 30 days from 08/26/2022. In order to enter into a Repayment Plan you must follow these procedures: (1) return to the location in which you signed the Loan Agreement, (2) read and sign the Repayment Plan which we prepare; (3) and on the same date as you sign the Repayment Plan make an initial payment for 20% of \$1,015.77. The remaining total due will reflect any payments made on the account.

The total amount due if you enter into a Repayment Plan on or before 09/25/2022 will be \$1,015.77.

While you are in a Repayment Plan, we will not (i) charge additional fees, and only charge interest at a rate which not exceeding the rate charged during the term of the original loan agreement; (ii) accept any additional security or collateral; (iv) require you to purchase goods or services; (iv) make other loans to you (v) attempt to collect the outstanding balance during the term of the Repayment Plan by commencing any civil action, or commencing a process of alternative dispute resolution; or (vi) attempt to collect more than is owed under the Repayment Plan. Upon default of the Repayment Plan, we may commence civil action or process of alternative dispute resolution to collect the debt.

Sincerely,

Check City Partnership, LLC d/b/a Check City

Although we have not pursued legal action, pursuant to Nevada law, we are required to give you the following NOTICE OF DEBT: (1) The amount of the debt is \$1,015.77; (2) Check City Partnership, LLC d/b/a Check City is the name of the creditor to whom the debt is owed; (3) unless you, within thirty days after receipt of the notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us; (4) if you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by us; and (5) upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor. This is an attempt to collect a debt and any information obtained will be used for that purpose.