

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
FORD COUNTY, ILLINOIS

SUBURBAN EXPRESS, INC.,)
) Case No. 2013-SC-106
 Plaintiff,) Amount Claimed: \$ 575.57
) plus costs & attorney's fees
 vs.)
)

Leval, Jeremy
Defendant,

FILED IN THE CIRCUIT COURT
OF FORD COUNTY ILLINOIS

COMPLAINT

APR 22 2013

NOW COMES the Plaintiff, SUBURBAN EXPRESS, INC., an Illinois corporation for its Complaint against the Defendant, states as follows:

Kim Evans
CLERK

1. Plaintiff, SUBURBAN EXPRESS, INC is a corporation duly licensed to do business under the laws of the State of Illinois.
2. Defendant, Leval, Jeremy, is a resident of Highland Park in the State of IL.
3. Defendant requested Plaintiff to provide a seat on a vehicle operating between an origin location and a destination location.
4. Plaintiff agreed to provide a seat pursuant to the terms of a written contract, ("Contract"), a true and correct copy of which is attached hereto and marked Exhibit "A".
5. Defendant accepted the terms of the Contract.
6. One of the terms provides that agreed venue for disputes is Ford County, IL.
7. Plaintiff has performed all terms and conditions of the Contract, and in particular, made a seat available to Defendant at the requested time on the requested date.
8. Defendant has failed to make payment as provided under the terms of the Contract.

9. As a result of the failure to make payment as provided under the Contract, Defendant is indebted to Plaintiff in the amount of \$575.57.

10. The Contract provides for attorney's fees and costs to the prevailing party.

SUBURBAN EXPRESS, INC.,
An Illinois Corporation
By Meyer Capel PC


By: _____
Colleen Remays Esq
306 W Church Street
Champaign, IL 61820
(217) 352-1800

STATE OF ILLINOIS)
) SS
COUNTY OF FORD)

VERIFICATION

Under Penalties as provided by law pursuant to section 1-109 of the code of Civil Procedure, the undersigned certifies that the statements set forth in this Complaint are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Dated this 20th day of April, 2013.



President
SUBURBAN EXPRESS, INC.,
Plaintiff
714 S Sixth Street
Champaign, IL 61820
(217) 344-2600

PLEASE PRINT YOUR ORDER NUMBER AND YOUR BUSINESS NAME AND ADDRESS WITH US USUALLY ON YOUR TRANSACTION INFORMATION. IT WILL NOT BE SOLD OR SHARED.

Email about Promotions? Uqgh. no!

Carefully Read Terms & Conditions:

Exhibit

A

Terms & Conditions

- By clicking the "PAY and Generate Tickets" button below, you confirm your acceptance of Illini Shuttle and Suburban Express web store policies, listed below.
- It is mutually agreed that the terms of this contract can only be modified in writing. Modifications to the terms of this contract are valid only if signed by president of company. No oral modifications of the terms of this contract by an employee, agent of company, or perceived agent of company shall be valid under any circumstance. Tickets are non-refundable, non-exchangeable, and cannot be used on another day or at another time.
- No refunds will be given for duplicate or incorrect reservations. Please inspect the contents of your basket carefully before paying. Please do not press the "Pay..." button below unless you want to make immediate and IRREVOCABLE payment.
- You MUST print out your ticket and present it to bus driver to board. You will not be permitted to board without a printed ticket.
- In the event that your ticket is altered, multiple copies of your ticket are collected by driver(s), your ticket is used for transportation on the wrong date or trip or between the wrong stops, you agree to pay the applicable full fare plus \$100 for each invalid, altered or duplicate ticket collected, and authorize us to charge your credit card for same.
- You agree that Suburban Express / Illini Shuttle liability shall be limited to the cost of your ticket, and that Suburban Express / Illini Shuttle shall not be liable beyond the cost of your ticket under any circumstances.
- If passenger or passenger parent / friend / companion / ride interferes with or delays departure of bus in any way, engages in disruptive behavior, or uses offensive or aggressive language in dealing with company, company employees, subcontractors, or subcontractor employees, you agree to pay Suburban Express the amount of \$500 for liquidated damages sustained by Suburban Express resulting from the aforementioned actions, and authorize us to charge your credit card for same.
- If an attorney is retained to contact you in relation to any violation of the terms and conditions contained herein, you agree to pay said attorney a minimum of 3/4 hour at the prevailing rate.
- You agree to direct all questions and concerns pertaining to credit card charges or credits to Suburban Express / Illini Shuttle IN WRITING at PO Box 4048, Lisle, IL 60532.
- You agree to pay any and all collection costs, including attorney's fees, should collection or other legal action become necessary, and that the agreed venue for any legal action arising out of this transaction shall be Ford County, Illinois.

I AGREE TO ALL OF THE ABOVE TERMS & CONDITIONS

Suburban Express
P.O. Box 17221
Urbana, IL 61803

April 3, 2013

JEREMY S LEVAL

[REDACTED]
Highland Park, IL 60035

Re: Ticket 963501

Dear Customer,

The above-listed ticket was purchased with your credit card. When you made your purchase, you agreed to our standard terms and conditions, which include:

- By clicking the Pay and Generate Tickets button, below, you confirm your acceptance of Illini Shuttle and Suburban Express web store policies, listed below.

- If passenger or passenger parent / friend / companion / ride interferes with or delays departure of bus in any way, engages in disruptive behavior, or uses offensive or aggressive language in dealing with company, company employees, subcontractors, or subcontractor employees, you agree to pay Suburban Express the amount of \$500 for liquidated damages sustained by Suburban Express resulting from the aforementioned actions, and authorize us to charge your credit card for same.

As your online accounts of your ride on 3/31/13 clearly demonstrate, Suburban Express is entitled to the liquidated damages referenced above.

Pursuant to the contract which you entered into when you purchased your ticket, you are now indebted to us for:

\$ 500.00 liquidated damages
\$ 23.57 collection costs thus far

\$ 523.57 total

Formal demand for payment of \$523.57 is hereby made. Please furnish a certified check or money order for this amount no later than April 20, 2013.

If payment is not received at the address above on or prior to the deadline above, we will be filing suit in Ford County, IL small claims court. You will be held responsible for not only debt, but also:

- filing fees
- cost of serving you
- attorney's fees

Typically, these fees add up to about \$200, and we typically prevail in our small claims cases.

Govern your actions accordingly.

Regards,

Suburban Express

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
FORD COUNTY, ILLINOIS

SUBURBAN EXPRESS, INC.,)

Plaintiff,
vs.

) Case No. 2013-sc-150
) Amount Claimed: 575.57
) plus costs and attorney's fees
)

Leval, Jeremy

Highland Park, IL 60035

Defendant

SUMMONS

YOU ARE SUMMONED and required to appear before this court at the Ford County Courthouse, 200 West State Street, Paxton, Illinois, at 1:30 PM on 7/30/13, to answer the complaint in this case, a copy of which is hereto attached.

IF YOU FAIL TO DO SO, JUDGEMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.

To the Officer: This summons must be returned by the officer or other person to whom it was given for service, with indorsement of service and fees, if any, immediately after service and not less than 3 days before the day for appearance. If service cannot be made, this summons shall be returned so indorsed.

This summons may not be served later than 3 days before the date for appearance.

Witness: April 20th, 2013

Bur Gavis Jr.
Clerk of the Court

Name: Suburban Express, Inc.
Address: 714 S Sixth
City: Champaign, IL 61820
Phone: (217) 344-2600