

COMMON PLEAS COURT, SUMMIT COUNTY, OHIO

ARIVO ACCEPTANCE, LLC
4770 S 5600 W #200
WEST VALLEY CITY, UT 84118
Plaintiff,

-vs-

Donald R. Hodges II
3216 W 94TH ST
CLEVELAND, OH 44102

Amanda M. Chipps
3216 W 94TH ST
CLEVELAND, OH 44102
Defendants.

)
)
) **1. Other Civil**
) **2. Money only (contract)**
) **3. No Jury Demanded**
) **4. Re-filed case—N/A**
) **(Prior Case #, Judge--NONE)**
)
)

COMPLAINT

Plaintiff Arivo Acceptance, LLC (“Plaintiff”) states and avers as follows:

1. Plaintiff, Arivo Acceptance, LLC is a corporation duly formed under the laws of the State of Utah and is licensed to do business in the State of Ohio.

2. Defendants Donald R. Hodges II and Amanda M. Chipps are competent adults. The Defendants entered into the subject contract within the Court’s jurisdiction or are residing within the Court’s jurisdiction.

Count One

3. On or about 7/27/2023, Defendants entered into a Retail Installment Contract to purchase a 2019 RAM 1500, VIN 1C6RRFFG1KN756714. The Retail Installment Contract is attached hereto. Plaintiff was assigned the contract when Plaintiff funded the loan for Defendants’ vehicle

purchase. Arivo Acceptance, LLC is the current holder of the contract. A copy of the contract is attached as exhibit A.

4. Defendants defaulted in the terms and conditions of the subject Contract by failing to make all required payments or pay off the full loan balance.

5. Plaintiff has complied with Ohio Revised Code 1309 et seq. to the extent applicable to this case.

6. After applying any available credits, Defendants still owe the Principal sum of \$43,132.24, accrued interest thereon in the amount of \$4,728.10 as of 12/23/2024, and account fees in the amount of \$4,464.02.

7. Pursuant to the terms of contract, following default interest continues to accrue against Principal at the contract rate of 20.00% and daily accrual can be computed exactly by multiplying the principal balance by the interest rate and dividing by 365.

WHEREFORE, Plaintiff prays for the following relief:

1. Judgment in the sum of \$52,324.36 (which includes Principal, interest accrued to 12/23/2024, and account fees), plus pre-judgment interest until the Judgment date at the contract rate of 20% per annum against the principal balance;
2. Post-judgment interest on the Principal at the contract rate of 20.00% per annum;
3. For Plaintiff's court costs and in an applicable case attorney fees; and
4. That the Court grant such other and further relief as is necessary and appropriate.

/s/ Thomas J. Cesta

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