

**IN THE FRANKLIN COUNTY COURT OF COMMON PLEAS
COUNTY OF FRANKLIN, STATE OF OHIO**

BCG EQUITIES LLC

assignee of: Capital Auto Credit LLC

c/o Velo Law Office
1750 Leonard St NE
Grand Rapids MI 49505

Plaintiff

vs.

DAVID WILLIAMS

930 Mayfield Pl
Columbus OH 43209

Defendant

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* CASE NO.

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ORIGINAL

CIVIL COMPLAINT

NOW COMES Plaintiff, BCG Equities LLC, by and through its attorneys, Velo Law Office, and for its Complaint, states as follows:

1. That Plaintiff, BCG Equities LLC, is a business duly authorized to transact business.
2. Defendant, David Williams, is an individual whose last known address was in the City/Township/Village of Columbus, State of Ohio.
3. That the amount in controversy in this action is within the subject matter jurisdiction of this Honorable Court under Ohio RC 1901.17 &/or 2305.01.
4. That venue is proper pursuant to Ohio CivR 3(c).
5. That Plaintiff is entitled to interest pursuant to Ohio RC 1343.01-05, or if applicable as provided by contract, from the date the principal sum became due and attorney's fees/taxable costs.
6. Plaintiff hereby incorporates all attachments and exhibits of this complaint as though fully set forth herein.

COUNT I – BREACH OF CONTRACT

7. Plaintiff incorporates paragraphs One through Six (1-6) as though fully set forth herein.
8. Defendant entered into an agreement with Capital Auto Credit LLC, whereby Capital Auto Credit LLC was to provide goods and/or services.

9. That if the agreement was based upon a written instrument, a copy of the instrument is within the Defendant possession. (*see Ohio CivR 10(D)(1)*)
10. Capital Auto Credit LLC has completed performance by providing the agreed upon goods and/or services.
11. Defendant breached the agreement by failing to perform as promised or as required by law.
12. Capital Auto Credit LLC and/or Plaintiff's representatives have made numerous demands for payment, and Defendant has refused, neglected, or otherwise been unable to remedy the breach.
13. As a direct result of Defendant's breach, Capital Auto Credit LLC has suffered damages.
14. Plaintiff is currently owed \$15,676.70 from David Williams.

COUNT II – ACCOUNT STATED

15. In the alternative, Plaintiff incorporates paragraphs One through Fourteen (1-14) as though fully set forth herein.
16. Defendant received and accepted account billing statements from Capital Auto Credit LLC and/or Plaintiff's representatives.
17. Defendant has not objected to said statements.
18. That the account has become stated between the parties and consequently Plaintiff is justly owed \$15,676.70 from David Williams.

COUNT III – UNJUST ENRICHMENT

19. In the alternative, Plaintiff incorporates paragraphs One through Eighteen (1-18) as though fully set forth herein.
20. Defendant has received the benefit of goods and/or services that is/are the subject of this action.
21. The reasonable value of the benefit received and due is \$15,676.70 from David Williams.
22. That Defendant would have known his/her actions would cause Capital Auto Credit LLC damages.
23. As a result of Defendant's failure to pay, Defendant has been unjustly enriched to the detriment of Plaintiff.
24. As a result of Defendant's failure to pay, Plaintiff has sustained damages due to unjust enrichment in the amount of \$15,676.70 from David Williams.

WHEREFORE, Plaintiff, BCG Equities LLC, respectfully request this Honorable Court enter Judgment against Defendant in the amount of \$15,676.70 from David Williams, for a **TOTAL COMPLAINT BALANCE OF \$15,676.70**, together with post-Judgement interest of 8.0000% and court costs.

Respectfully submitted,

Dated: June 5, 2025

P: \$15,676.70 / I: \$0.00
FF: 225.00

RR-0003177133
OSC01a-Complaint
0515.27.33
CHS / PARA (B)

/s/ ***Scott A Renner*** (OH: 0099691)

VELO LAW OFFICE

Scott A Renner (OH: 0099691)
Elaine K Gladman (OH: 0073882)
Attorney for Plaintiff
1750 Leonard St NE
Grand Rapids MI 49505
(216) 232-9992

This is an attempt by a debt collector to collect a debt. Any information obtained will be used for that purpose.

DISCLOSURES AND NOTICES

The following notices and disclosures in no way alters a Defendant's/Debtor's rights or obligations with respect to this legal proceeding, and the courts may have deadlines that differ.

Validation: Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume the debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of the judgment and mail a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor. This communication is an attempt to collect a debt and any information obtained may be used for that purpose. The writer is a debt collector.

Call Recording: All calls with Velo Law Office may be recorded and monitored.

/s/: Original signatures are on file with the court.

Account Holder(s): David Williams

ACCOUNT				
SERV. DATE*	CLIENT REF. NO.	PRINCIPAL BAL.	FOR	REGARDING
11/12/2022	****6082	15676.70	financial services	
...				

*Service date or date of last transaction.

This is an account summary, not a statement from the originating creditor and has not previously been provided to the consumer.
This is an attempt by a debt collector to collect a debt. Any information obtained will be used for that purpose.