

FRANKLIN COUNTY COMMON PLEAS COURT
FRANKLIN COUNTY, OHIO

COMMUNITY WIDE FEDERAL CREDIT UNION
1555 WESTERN AVENUE
SOUTH BEND, IN 46619

PLAINTIFF

CASE NO.:

vs.

COMPLAINT

ALISHA L BROADY
2220 SAGAMORE RD
COLUMBUS, OH 43219-1273

DEFENDANT

1. The Defendant executed a Retail Installment Contract. A copy of the Retail Installment Contract is attached hereto as Exhibit A.
2. The Contract was assigned by the seller to the Plaintiff as shown on Exhibit A.
3. The Defendant defaulted under the terms of the Contract.
4. The amount due and owing by the Defendant is \$13,111.92.
5. Although Plaintiff has made demand upon the Defendant to liquidate the balance due and owing, the Defendant failed to do so.

Wherefore, the Plaintiff prays for judgment against the Defendant, in the principal sum of \$13,111.92 together with accrued interest of \$2,364.93 through May 20, 2025 plus interest thereafter on the principal balance at the rate of 10.49% per annum, and associated costs in the amount of \$5.00 and court costs.

WELTMAN, WEINBERG & REIS CO., L.P.A.

/s/ MATTHEW M. YOUNG 

MATTHEW M. YOUNG, 0075100

ATTORNEY FOR PLAINTIFF

5990 WEST CREEK RD SUITE 200

INDEPENDENCE, OH 44131

PHONE: 216-739-5100

CONSUMER INQUIRIES: 800-334-0257

FAX: 216-739-5642

EMAIL: BROATTY@WELTMAN.COM

WWR# 041760350

**RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE**

Buyer Name and Address (Including County and Zip Code) ALISHA L BROADY 2220 SAGAMORE RD COLUMBUS, OH FRANKLIN, 43219 Cell: N/A Email: [REDACTED]	Co-Buyer Name and Address (Including County and Zip Code) N/A Cell: N/A Email: N/A	Seller-Creditor (Name and Address) TWINS AUTO GROUP 960 MORSE RD COLUMBUS, OH 43229-6212
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis at the Base Rate of 10.49 % per year. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/ Demo	Year	Make and Model	Vehicle Identification Number	Mileage	Primary Use For Which Purchased
USED	2017	FORD FUSION	[REDACTED] 1420	<input type="checkbox"/> estimate <input checked="" type="checkbox"/> actual 97,580	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
10.83 %	\$ 8,003.01	\$ 19,957.65	\$ 27,960.66	\$ 0.00 is \$ 27,960.66

Returned Check Charge: You agree to pay a charge not to exceed \$20 if any check you give us is dishonored.

Amount of Lien Notation Fee Paid in Cash
\$ N/A

Your Payment Schedule Will Be:

(e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
78	\$ 358.47	Monthly beginning 09/08/2023
One Final Payment Of	\$ N/A	On N/A

N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 20 or 5 % of each installment, whichever is greater.

Prepayment. If you pay early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

RIGHT TO CANCEL

If Buyer and Co-buyer sign here, the provisions of the Right to Cancel section on page 4, which gives you and Seller the right to cancel if Seller is unable to assign this contract within 14 days, will apply. Please see page 4 of this contract for important terms of this right to cancel.

Buyer Signs X *Alisha Brady*Co-Buyer Signs X N/A

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 2E of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 78 Mos.

SAC GAP

Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X *Alisha Brady*

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Buyer Signs X *Alisha Brady* Co-Buyer Signs X N/A**EXHIBIT***A*

This is not the Authoritative Copy.

LAW 553-OH-eps 4/23 v1 Page 2 of 5

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will treat any prepaid finance charge as fully earned on the date of this contract. We will figure the rest of the Finance Charge on a daily basis at the Base Rate on the unpaid part of the Principal Amount. Your Principal Amount is the sum of the Amount Financed and the Prepaid Finance Charge, if any.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **Your right to refinance an irregular payment schedule.** An irregular payment schedule is one with payments not scheduled to be paid in substantially equal consecutive payments. If you have an irregular payment schedule and if you are buying the vehicle primarily for personal, family, or household use, you may refinance this contract without penalty. The terms of the refinancing will be no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service or other contract we finance for you; and
 - All proceeds from insurance, maintenance, service or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your Insurance policy as loss payee. If you do not have this insurance, we may exercise our rights under this contract, or if we choose, buy physical damage insurance covering our interest in the vehicle. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. What happens to returned insurance, maintenance, service, or other contract charges.

If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once (accelerate). Default means:
 1. You do not pay any payment on time;
 2. You give false, incomplete, or misleading information during credit application;
 3. You start a proceeding in bankruptcy or one is started against you or your property; or
 4. You break any agreements in this contract.If your only default is that you did not pay a payment on time, we may accelerate this contract only if your default continues for at least 30 days. Otherwise, we may accelerate any time after you default. Our right to accelerate is subject to any right the law gives you to reinstate this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- d. **How you can get the vehicle back if we take it.** If we repossess the vehicle, in many situations, the law gives you the right to pay to get it back. We will tell you what you have to do to get the vehicle back.

- e. **We will sell the vehicle if you do not get it back.** If you do not do what is required to get the vehicle back, we will sell the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the greater of the Base Rate shown on page 1 of this contract, or the highest rate the law permits.

- f. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

7. APPLICABLE LAW

Federal law and the law of the state of Ohio apply to this contract.

8. NEGATIVE CREDIT REPORT NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Right to Cancel (applies if Buyer(s) signs RIGHT TO CANCEL on page 1)

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit, locate financing for you on the exact terms shown on page 1 of this contract, and assign this contract to a financial institution. You agree that Seller has the number of days stated on page 1 of this contract to assign this contract. You agree that if Seller is unable to assign this contract within this time period to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, you or Seller may cancel this contract. The right to cancel this contract ends upon assignment of this contract or the end of the stated time period.
- b. If Seller elects to cancel per Paragraph a. above, Seller will give you written notice (or in any other manner in which actual notice is given to you).
- c. Upon receipt of the notice of cancellation or if you cancel this contract, you must return the vehicle to Seller immediately in the same condition as when sold other than reasonable wear for the time you had it. Except as described below, Seller must give you back all consideration Seller has received from you in connection with this contract. If Seller has already sold the Trade-in, the Seller will pay you the proceeds of the sale less any reasonable expenses incurred in connection with preparing or reconditioning the Trade-in for sale and any prior credit balance paid by Seller to a prior lienholder on your behalf.
- d. If you do not return the vehicle immediately after receipt of the notice of cancellation or upon your cancellation, you agree that Seller may use any lawful means to take it back (including repossession if done peacefully) and you will be liable for all expenses incurred by Seller in taking the vehicle from you.
- e. While the vehicle is in your possession, all terms of this contract, including those relating to use of the vehicle and insurance for the vehicle, are in full force and you assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage done to the vehicle while the vehicle is in your possession. Seller may deduct from any consideration due to you under paragraph c. above Seller's reasonable costs to repair the vehicle. If you or Seller cancels this contract, the terms of this Seller's Right to Cancel provision (including those on the front of this contract) remain in effect even after you no longer have possession of the vehicle.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X *Disty Brach* Co-Buyer Signs X N/A
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
See the rest of this contract for other important agreements.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X *Disty Brach* Date 07/30/2023 Co-Buyer Signs X N/A Date N/A

Buyer Printed Name ALISHA L BROADY Co-Buyer Printed Name N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A Title N/A

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A Address N/A

Seller signs TWINS AUTO GROUP Date 07/30/2023 By X *William E. Fries II* Title FIN MGR

Seller assigns its interest in this contract to CommunityWide FCU (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned without ~~or with~~ limited recourse

~~Assigned with recourse~~

Seller TWINS AUTO GROUP Seller N/A

By X *William E. Fries II* Title FIN MGR By X N/A Title N/A

Customer
Copy



1915 Lincolnway East
South Bend, IN 46615
800-729-6808 (option 2 for loans, 2 for collections); Fax: 574-282-8060

Mailing Date: 08/02/2024

Account—Note #: 0 [REDACTED] 4020 - 0420

Alisha L Broady
2220 Sagamore Rd
Columbus, OH 43219-1273

**NOTICE OF OUR PLAN TO SELL PROPERTY
AND YOUR RIGHT TO CURE DEFAULT**

Subject: Repossession of Vehicle
Date of Repossession: 08/02/2024

Dear Customer:

We have your 2017 Ford Fusion [REDACTED] 1420, because you broke promises in our agreement.

We will sell the above-described vehicle at public sale. A sale could include a lease or license. The sale will be held as follows:

Day and date: 08/23/2024

Time: 8 am Eastern

Place: Name: Columbus Fair Auto Auction

Address: 4700 Groveport Rd. Obetz, OH 43207

Telephone Number: (614) 497-2000

Minimum Price: \$ 500.00

You may attend the sale and bring bidders if you want.

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can get the vehicle back at any time before we sell it by paying us the full amount you owe, plus our expenses. To learn the exact amount you must pay, call us at 574-289-8800 (option 2 for loans, 2 for collections).

OHIO FORM

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at 800-729-6808 (option 2 for loans, 2 for collections) or write us at 1915 Lincolnway East, South Bend, IN 46613 and request a written explanation. We will charge you \$25.00 for the explanation if we sent you another written explanation of the amount you owe us within the last six months.

If you need more information about the sale, call us at 800-729-6808 (option 2 for loans, 2 for collections) or write us at 1915 Lincolnway East, South Bend, IN 46613.

We are sending this notice to the following other people who have an interest in (describe collateral) or who owe money under your agreement:

Persons Being Notified: Alisha Broady

NOTICE OF YOUR RIGHT TO REDEEM YOUR VEHICLE

You may cure the default within twenty days after possession of the collateral, or within fifteen days after receipt of this letter, whichever is later, by delivering to us the following:

1. You must pay installments due or past due at the time this notice is delivered: \$ 1,075.41
2. Any unpaid delinquency or deferred charges: \$ 5.00
3. The actual and reasonable expenses incurred by us in retaking possession of the collateral (any portion of such expenses which exceeds twenty-five dollars need not be delivered to us pursuant to this division, but shall be added to your overall account [\$25.00 payment due now with the remainder due with the time balance]): \$ 445.00

As of the date of this notice and as detailed above, you must pay \$ 1,075.41 (aggregate as noted above) within the time period allotted to cure your default. CommunityWide will accept cash or certified payments such as cashier's checks or money orders, in person at any one of our branches below, or call us at 800-729-6808 (option 2 for loans, 2 for collections) to arrange payment by mail. DO NOT SEND CASH IN THE MAIL! For additional clarification about what you must pay and when it is due please call us at 574-289-8800 (option 2 for loans, 2 for collections).

If you need more information about the sale, call us at 800-729-6808 (option 2 for loans, 2 for collections) or write us at 1915 Lincolnway East, South Bend, IN 46613.

Date: 08/02/2024 Signature of Authorized Employer: Erin M Stumpf

1555 Western Avenue	South Bend, IN 46619	574/239-2700	3530 Hickory Road	Mishawaka, IN 46545	574/255-2500
405 E. Ireland Road	South Bend, IN 46614	800-729-6808	4625 Lincolnway E.	Mishawaka, IN 46544	800-729-6808
52330 U.S. 933 N	South Bend, IN 46637	800-729-6808	52550 Fir Road	Granger, IN 46530	574/273-2600
2110 Cassopolis St.	Elkhart, IN 46514	574/266/1100	1420 W. Jefferson	Plymouth, IN 46563	574/935-3800
925 Lincolnway E.	Goshen, IN 46526	574/534-8600	1915 Lincolnway E.	South Bend, IN 46613	574/289/8800
955 Husky Trail	Warsaw, IN 46582	574/267/0100			



RECORD OF SALE OF PROPERTY AND ACCOUNTING OF PROCEEDS

Alisha L Broady
2220 Sagamore Rd
Columbus, OH 43219-1273

Mailing Date: 09/12/2024

Account – Note #: 4020

Description of property sold: 2017 Ford Fusion

Date of Sale: 9/12/2024

Type of Sale: ☐ Private Sale or ☒ Public Sale

Sold to: Jordan Motorcars

Unpaid Principal Loan Balance (Before the Sale) as of: 09/12/2024		\$ 18,620.12
Sales Price	\$ 3,200.00	
Subtotal of Surplus/Deficiency (prior to Sale Costs & Credits)		\$ 18,620.12
Costs of Sale (Deducted from the Sales Price)		
1. Repossessing	\$ 460.00	
2. Storing		
3. Preparation for Sale		
4. Selling	\$ 210.00	
5.		
Total Deductions	\$ 670.00	
Credits as of:		
1. Unearned Interest Rebate		
2. Credit Service Fee Rebate		
3. Damage Claim		
Total Credits		
Net Proceeds of Sale -	\$ 2,530.00	

CURRENT UNPAID PRINCIPAL LOAN BALANCE (DEFICIENCY BALANCE): \$ 16,090.12

OR SURPLUS (deposited into borrower's savings account):

AS OF: 9/12/2024

Future charges, including interest, expenses, collection costs (such as court costs and attorney's fees), additional credit service charges or rebates may affect the amount of the surplus or Current Unpaid Principal Loan Balance (deficiency balance).

IMPORTANT: You must contact our Credit Officer at 800-729-6808 (option 2 for loan, option 2 for collections) within seven (7) days to make satisfactory payment arrangements for the Current Unpaid Principal Loan Balance. Failure to do so may result in legal action and possible garnishment, with collection costs, including court costs and attorney's fees, added to the Current Unpaid Principal Loan Balance.

SPECIAL NOTE: INTEREST NOW DUE OR TO BECOME DUE IN THE FUTURE WILL NOT BE CHARGED IF SATISFACTORY ARRANGEMENTS ARE MADE TO PAY THE CURRENT UNPAID PRINCIPAL LOAN BALANCE AND THE PAYMENTS ARE MADE AS AGREED.

If you need more information about the sale of property, call our Credit Officer at 800-729-6808(option 2 for loans, option 2 for collections), or write to us at CommunityWide Federal Credit Union, Collections Department, 1915 Lincolnway East, South Bend, IN 46613.