



Case: 2024 CVF 00430 E
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BRT: RECEIVED

IN THE MONTGOMERY COUNTY MUNICIPAL COURT, EASTERN L
MONTGOMERY COUNTY, OHIO

LVNV FUNDING LLC
C/O 55 BEATTIE PLACE SUITE 110
GREENVILLE, SC 29601

Plaintiff

vs.

TAMMY YOUNGERMAN AKA TAMMY FULTZ
8998 HICKORYGATE LN
HUBER HEIGHTS, OH 45424-1147

Defendant

CASE NUMBER: 24 CVF 430

JUDGE:

COMPLAINT

FILED
MUNICIPAL COURT
EASTERN DIVISION
2024 APR -2 AM 9:52

FIRST COUNT
NONPAYMENT OF ACCOUNT

1. Plaintiff is the assignee of Defendant's Account, Account number [REDACTED] X2588, an Account which was used for the Defendant's benefit. The Account was formerly with Comenity Bank.
2. This court is the proper court because Plaintiff is informed and believes that Defendant Tammy Youngerman AKA TAMMY FULTZ is a resident of Montgomery County, State of Ohio.
3. Defendant used the Account at various times, and thereby requested loans, advances, services, and/or payments of various sums of money for the use and benefit of the Defendant.
4. The account documentation is attached hereto as **Exhibit A**.
5. Upon information and belief, Defendant made the last payment on the account on or about November 03, 2019 and the Account was charged-off by the Original Creditor on or about June 30, 2020.
6. Defendant has defaulted on the repayment obligation and has failed to repay the balance of \$898.56.
7. As a result of the assignment, Plaintiff became, and now is entitled to recover the amount owed by the Defendant.
8. There is presently due the Plaintiff from the Defendant for the money loaned/money paid out on Defendant's Account, the sum of \$898.56.

SECOND COUNT
UNJUST ENRICHMENT

9. Plaintiff incorporates by reference herein, each allegation set forth above.
10. Defendant received billing statement(s), but has failed to repay the unpaid balance.
11. Defendant knowingly retained the benefits derived from the use of the Account, without having repaid the balance outstanding on the Account.
12. Retention of the benefits conferred upon the Defendant under these circumstances would be unjust without requiring the Defendant to make payments for the same.

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13. Defendant has been unjustly enriched in the amount of the outstanding balance set forth above, as Defendant knew or should have known that the credit was not being provided gratuitously.

WHEREFORE, Plaintiff prays for judgment against Defendant in the amount of \$898.56 with statutory interest from the date of judgment, costs of this action, and such other and further relief as the Court deems just and proper under the circumstances.

Respectfully Submitted,

STENGER & STENGER, P.C.
Attorneys for Plaintiff

By: 

Dated:

File No. 24-115299

David B. Bokor (OSCR#: 0061515)
Stenger & Stenger, P.C.
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Grand Rapids, MI 49546
Court Inquiries Ph: (877) 988-2280
Defendant/Counsel Ph: (877) 375-4220
Email: ohio@stengerlaw.com

PRAECIPE FOR SERVICE

Please issue a Summons for each Defendant as listed in the above case caption via U.S. Certified Mail, return receipt requested. If service of process by certified mail is returned by the postal authorities with an endorsement of "refused" or "unclaimed", the undersigned waives notice of same by the Clerk and requests ordinary mail service in accordance with Civil Rule 4.6 (C) or 4.6 (D).

Respectfully Submitted,

STENGER & STENGER, P.C.
Attorneys for Plaintiff

By: 

Dated:

File No. 24-115299

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Email: ohio@stengerlaw.com

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EXHIBIT A

Summary of account activity

Account no.	****-****-****-2588
Previous balance	\$839.59
Payments	0.00
Other credits	0.00
Purchases	0.00
Other debits	0.00
Fees charged	40.00
Interest charged	18.97
New balance	\$898.56
Past due amount	244.00
Credit limit	\$550.00
Available credit	\$0.00
Statement closing date	06/11/2020
Days in billing cycle	30

Payment information

New balance	\$898.56
Minimum payment due	\$289.00
Payment due date	07/07/2020

Late payment warning:
If we do not receive your minimum payment by 07/07/2020 you may have to pay up to a \$40.00 late fee

Minimum payment warning: If you make only the minimum payment for each period, you will pay more in interest and it will take you longer to pay off your balances. For example:

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on the statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	3 years	\$1311

For information regarding credit counseling services, call 1-800-284-1706.

Skip signing in to pay and use Comenity's EasyPay. It's safe and convenient. Use your smartphone camera or code reader to scan the QR code printed on your payment stub below to get started.



Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
Fees		
06/07/2020	LATE FEE	40.00
	Total fees charged for this period	\$40.00
Interest charged		
	Interest charge on purchases	\$18.97
	Total interest for this period	\$18.97

2020 totals year to date	
Total fees charged in 2020	\$240.00
Total interest charged in 2020	\$99.13

Interest charge calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account. See BALANCE COMPUTATION METHOD on page 2 for more details. Minimum interest charge may exceed interest charge below, per your credit card agreement.

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	26.9900% (v)	855.33	18.97

Additional important messages

Affected by COVID-19? Comenity Bank Offers Support

As the bank that manages your credit card, our hearts go out to those affected by the coronavirus (COVID-19) pandemic.

The support we're extending to you. If you're experiencing financial hardship because of COVID-19, please call 1-800-995-9450 (TDD/TTY: 1-800-695-1788) to discuss how we may be able to help.

(CONTINUED)

NOTICE: See reverse side for important information
Please tear at perforation above

CATHERINES



Account number	****-****-****-2588
New balance	Minimum payment
\$898.56	\$289.00

99 4

Yes, I have moved or updated my e-mail address - see reverse.

Amount enclosed: Payment must reach us by 6 pm ET on 07/07/2020.



Please make check payable to:
COMENITY - CATHERINES



TAMMY YOUNGERMAN
3265 REDBUD DR
TROY OH 45373-8840

Please return this portion along with your payment to:
PO BOX 659728
SAN ANTONIO TX 78265-9728



CATHERINES

Keep this portion for your records.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Comenity Bank PO Box 182782, Columbus, Ohio 43218-2782.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at: Comenity Bank PO Box 182782, Columbus, OH 43218-2782

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

How to Avoid Paying Interest. Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin to charge interest on new purchases made under a Low APR, Equal Payment or Budget Payment Credit Plan from the date of purchase.

BALANCE COMPUTATION METHOD. We calculate interest separately for each type of balance on your account using a "Daily Balance" in determining interest charges for each billing period. We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new purchases and fees, and subtract any payments or credits (treating any net credit balance as a zero balance). This gives us the daily balance.

PAYMENTS. Pay your Account by the payment due date by the time listed below. If we do not receive your payment in a correct format (outlined below) it may not be credited to your Account for up to five days, or may be rejected. Also, your payment must reach us by the payment cutoff time that applies to the payment method you select.

Correct Format. Correct format for different payment methods include:

Mailing or Overnight: Send a personal check, money order, traveler's check or cashier's check payable in U.S. dollars, to the name and address shown on this Statement in the payment stub area containing your balance and minimum payment amount. Be sure to include your payment stub, do not staple or clip your payment to the stub, include your account number on your check, use the envelope provided with your Statement, send one payment with one payment stub and do not send any correspondence with your payment. You should overnight a payment to 6550 North Loop, 1604 East, Suite 101, San Antonio, TX 78247 5004 and the additional format requirements are the same as other mailed payments unless there is a dispute, in which case you follow the Payments Marked "Paid in Full" section above. Do not send cash or gift certificates. **Pay By Phone:** You can call us toll free at 1 800 995 9450 (TDD) (TTY 1-800-695-1788) to make a payment by telephone, which may include a fee. **Online:** You can make a payment online at www.catherinescard.com. **In-store:** You can make payments in-store.

Payment Cutoff Times. Payment cutoff times/deadlines for us to receive payments are by the due date on this Statement in the payment stub area at the following times: **Mailing and Overnight:** By 5:00 pm Eastern Time (ET); **Pay By Phone:** By 8:00 pm Eastern Time (ET); **Online:** By 8:00 pm (ET); and **In-store:** by the time the store closes at the location you make your payment.

CREDIT REPORTING. 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.

NOTICE OF CREDIT REPORT DISPUTES

If you believe the account information we reported to a consumer reporting agency is inaccurate, you may submit a direct dispute to Comenity Bank PO Box 182782, Columbus, Ohio 43218-2782. Your written dispute must provide sufficient information to identify the account and specify why the information is inaccurate.

Account Information: Your name and account number

Contact Information: Your address and telephone number

Disputed Information: Identify the account information disputed and explain why you believe it is inaccurate

Supporting Documentation: If available, provide a copy of the section of the credit report showing the account information you are disputing

We will investigate the disputed information and report the results to you within 30 days of receipt of the information needed for our investigation. If we find that the account information we reported is inaccurate, we will promptly provide the necessary correction to each consumer reporting agency to which we reported the information.

PAYMENTS MARKED "PAID IN FULL." Written communications regarding disputed amounts that include any check or other payment instrument marked "payment in full" or similar language, must be sent to: 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247-5004. **DO NOT USE THE ENCLOSED REMITTANCE ENVELOPE.**

- We may accept payment sent to any other address without losing any of our rights.

- No payment shall operate as an accord and satisfaction without prior written approval

CUSTOMER SERVICE: Visit www.catherinescard.com or call 1-800-995-9450 (TDD) (TY 1-800-695-1788).

TELEPHONE MONITORING. To provide you with high quality service, phone communication with us is monitored and/or recorded.

ADDITIONAL INFORMATION. The following designations, when appearing on the front of your statement, mean the following: V means variable rate (this rate may vary); WV INI PAY RQ means WAIVE INTEREST, PAYMENT REQUIRED; WV INI EQ PY means WAIVE INTEREST, EQUAL PAYMENT; WV INI LOW PM means WAIVE INTEREST, LOW PAYMENT; DE INI PY RQ means DEFER INTEREST, PAYMENT REQUIRED; DE INI EQ PY means DEFER INTEREST, EQUAL PAYMENT; DE INI LOW PM means DEFER INTEREST, LOW PAYMENT and LOW APR EQ PAY means LOW APR, EQUAL PAYMENT. If you have a variable rate account, your periodic rates may vary. You may pay all of your Account balance at any time without penalty.

Send all inquiries to: CUSTOMER SERVICE, PO Box 182273, Columbus, Ohio 43218-2273

Send all bankruptcy notices and related correspondence to Comenity Bank, Bankruptcy Department, PO Box 182125, Columbus, Ohio 43218-2125.

NOTICE ABOUT ELECTRONIC CHECK CONVERSION.

When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

New Information

Title (optional) _____ First Name _____ MI _____

Last Name _____ Soc. Sec. No. _____

Street Address _____

Apt. No. _____ RR _____ PO Box _____

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