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Approved, SCAO

Original - Court
1st copy - Defendant

2nd copy - Plaintiff
3rd copy - Return

STATE OF MICHIGAN 51ST JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS	CASE NO. 23-0173-GC

Court address
EFILE 5100 Civic Center Dr , Waterford, MI 48329

Court telephone no.
248-618-7593

Plaintiff's name(s), address(es), and telephone no(s).	v	Defendant's name(s), address(es), and telephone no(s).
UHG I LLC		Bobby Body 5620 Eldridge dr Waterford MI 48327
Plaintiff's attorney, bar no., address, and telephone no. Attorney Richard E. Stueckroth Bar Number: P85814 225 S. Executive Dr Brookfield WI 53005 262-641-3715 ✓		

FILED IN MY OFFICE
OAKLAND COUNTY CLERK
1/19/2023 11:06:53 AM
DLE40287

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.

Domestic Relations Case

☐ There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
☐ There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
☐ It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
☐ MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
☑ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in ☐ this court, ☐ _____ Court, where it was given case number _____ and assigned to Judge _____.

The action ☐ remains ☐ is no longer pending.

Summons section completed by court clerk.

SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date	Expiration date*	Court clerk
1-19-2023	4-20-2023	/s/ Jill Palulian January 19, 2023

*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

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

STATE OF MICHIGAN

IN THE 51ST DISTRICT COURT FOR THE COUNTY OF OAKLAND

RECEIVED FOR FILING
OAKLAND COUNTY CLERK
23 JAN 11 PM 3:30

UHG I LLC ,	Case No.:
Plaintiff,	HON.
v	**COMPLAINT FOR MONEY OWED UNDER AN ACCOUNT STATED, BREACH OF CONTRACT OR ALTERNATIVELY FOR UNJUST ENRICHMENT**
Bobby Body,	
Defendant.	

Richard E. Stueckroth (P85814)
Dobberstein Law Firm, pLLC
Attorney for Plaintiff
225 S Executive Dr
Brookfield, WI 53005
(262) 641-3715

DLF40287

Pursuant to MCR 2.113(C)(2)(a), there is no other pending or resolved civil action arising out of the transaction or occurrence alleged in the complaint.

NOW COMES Plaintiff, UHG I LLC ("Plaintiff"), by and through its attorney, Richard E. Stueckroth of Dobberstein Law Firm, PLLC, and for its complaint against Bobby Body states as follows:

COUNT I
ACCOUNT STATED

1. Plaintiff, UHG I LLC , is a corporation with its primary offices located at 6400 Sheridan Drive, Suite 138, Williamsville NY 14221. UHG I LLC does not do business, nor does it have any employees or offices in the State of Michigan and is not required to obtain a certificate of authority from the State of Michigan.

2. Defendant, Bobby Body, ("Defendant"), is an individual last known to reside at 5620 Eldridge dr Waterford MI 48327, located in OAKLAND County.

3. Defendant requested an extension of credit from through Consumer Loan Underlying Bond (Club) Certificate Issuer Trust I ("Original Creditor") through Consumer Loan Underlying

FILED IN 51ST DISTRICT COURT; 1/18/2023 11:38 AM

Bond (Club) Certificate Issuer Trust I (serviced by Lending Club), a licensed Credit Services Organization on an installment loan ("Account Agreement"), specifically account number ending in 3618, and by use of the Account, Defendant became bound by the terms in the Loan & Security Agreement, copies of which are attached hereto as **Exhibit 1**.

4. Consumer Loan Underlying Bond (Club) Certificate Issuer Trust I (serviced by Lending Club) assigned all its rights in and to UHG I LLC on 03/26/2020 as evidenced by the Bill of Sale attached hereto as **Exhibit 2.**

5. The principal balance purchased by Plaintiff was $5,154.67.

6. The Account Agreement requires Defendant to pay all attorney fees and court costs.

7. Based on information and belief, Original Creditor regularly rendered statements of account via mail to Defendant. Defendant has never provided Plaintiff with any written or verbal objection to any of the statements.

8. Plaintiff remains the holder and owner of the Account Agreement and is the successor in interest to the terms and conditions relating thereto.

9. Account Agreement was opened on 07/16/2019.

10. Defendant breached the Account Agreement by failing to make monthly payments as they became due.

11. By reason of Defendant's failure and refusal to pay the balance in accordance with the terms of the account agreement, Plaintiff has suffered damages in the amount of $5,154.67. Plaintiff requests this court to enter judgment in this amount plus costs, attorney fees and post-judgment contract interest thereon capped at the rate of 13.00% annually calculated from the date of the filing of the complaint pursuant to MCL 600.6013(7).

COUNT II
(BREACH OF CONTRACT)

12. Plaintiff repeats and incorporates the preceding paragraphs of this complaint as though fully stated herein.

13. Defendant breached the Account Agreement between the parties by failing to make payments as required by the Account Agreement.

14. The Account Agreement is a valid and enforceable contract.

15. Plaintiff and its predecessors in interest performed all duties required of them under the Account Agreement.

16. As a result of Defendant's breach of the Account Agreement, Plaintiff has been damaged and continues to be damaged.

17. Plaintiff has made demand upon Defendant for payment of the amount due and owing, but Defendant has refused to pay the amount due.

18. As a direct and proximate result of Defendant's breach of the Account Agreement Plaintiff has incurred damages in the amount of $5,154.67. Plaintiff requests this court to enter judgment in this amount plus costs, attorney fees and post-judgment contract interest thereon capped at the rate of 13.00% annually calculated from the date of the filing of the complaint pursuant to MCL 600.6013(7).

COUNT III – ALTERNATIVE (UNJUST ENRICHMENT)

19. Plaintiff repeats and incorporates the preceding paragraphs of this complaint as though fully stated herein.

20. Plaintiff brings Count III in the alternative to Counts I and II of this complaint.

21. Defendant accepted and/or received a monetary benefit of $5,154.67, which was in fact appreciated by Defendant.

22. Defendant accepted and/or received the benefits of a credit account issued.

23. By virtue of the circumstances surrounding the request for funds made, Defendant knowingly requested the funds at issue and/or knowingly and voluntarily accepted and/or received the benefits bestowed.

24. It would be inequitable for this Court to allow Defendant to retain the benefits of the funds or to be unjustly enriched at the expense of Plaintiff or allow Defendant to retain the value of the funds at issue without repaying Plaintiff the value of the same.

WHEREFORE, Plaintiff demands judgment against Defendant in the sum of $5,154.67, together with court costs, attorney's fees which may be permitted by contract or which are otherwise permitted by applicable law and that such judgment bear interest at the rate of 13.00% annually calculated from the date of the filing of the complaint pursuant to MCL 600.6013(7).

Dobberstein Law Firm, PLLC
Attorneys for Plaintiff

Dated: 12/22/2022

By: _____

Richard E. Stueckroth (P85814)
Attorney for Plaintiff
225 S Executive Dr
Brookfield, WI 53005
(262) 641-3715

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