

STATE OF MICHIGAN

File No. _____

IN THE JUDICIAL DISTRICT COURT

Velocity Investments, LLC
Plaintiff,

vs.

Defendant(s).

Case No.

Timothy E. Baxter P28045
Bradley Richard Johnson P75416
Attorney for Plaintiff
P.O. Box 2669
Farmington Hills, MI 48333
248/553-1155

"There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a Judge."

COMPLAINT

Now comes the Plaintiff by and through TIMOTHY E. BAXTER & ASSOCIATES, P.C., its attorneys, a debt collector, and for a cause of action against the above named Defendant(s), alleges and shows to the court as follows:

COUNT I
BREACH OF CONTRACT

1. That the Defendant(s) R: _____ pids MI
2. The Defendant(s) applied for a consumer loan with Cross River Bank
3. That Cross River Bank granted Defendant(s)' application for a consumer loan and provided the loan proceeds to Defendant(s) under account number L13-XXXX
4. That upon information and belief the consumer loan agreement for said account is in the possession of the Defendant(s) as the Defendant(s) was/were provided a copy of the agreement when the account was opened.
5. That Defendant(s) has/have defaulted in repaying the monies loaned and was/were in breach of the consumer loan agreement with Cross River Bank.
6. That Defendant(s)' account with Cross River Bank was serviced by Upstart Network and Cross River Bank subsequently assigned all rights, title, and interest in said account to Upstart Network, pursuant to the Certificate of Loan Sale, which is attached as Exhibit A.
7. That Upstart Network subsequently assigned the Defendant's account to Plaintiff, Velocity

NO
PROOF
OF
THIS

NO PROOF
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Investments, LLC, and Plaintiff is the current creditor which is pursuing collection of said account.

8. That the Plaintiff, Velocity Investments, LLC, has demanded payment for the outstanding balances of monies due and owing but payment has not been made.
9. The Plaintiff hereby sues the Defendant(s) for monies loaned but not repaid in the amount of _____
10. This is an attempt to collect a debt and all information obtained will be used for that purpose.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter Judgment in favor of Plaintiff against Defendant(s) in the amount of _____, plus statutory interest from the date hereof, costs and attorney fees.

COUNT II
ACCOUNT STATED

11. That Plaintiff hereby realleges and reasserts allegations 1 through 10 of Count I by reference as though more fully set forth herein.
12. That Upstart Network has mailed to the Defendant(s) the monthly statements required by the consumer loan agreement, and that the Defendant(s) has/have accepted said statements without making objection thereto.
13. That a copy of the account and/or an affidavit verifying said account are annexed hereto and made a part hereof by reference as though more fully set forth herein.
14. That the Defendant(s) has/have failed to pay the amounts set forth on those statements and there is a balance due the Plaintiff from the Defendant(s) in the sum of _____
15. That the Plaintiff has made demand upon said Defendant(s) for the payment of the aforesaid sum, the Defendant(s) has/have failed and neglected to pay same.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter Judgment in favor of Plaintiff against Defendant(s) in the amount of _____, plus statutory interest from the date hereof, costs and attorney fees.

TIMOTHY E. BAXTER & ASSOCIATES, P.C.

By: 

Timothy E. Baxter P28045
Bradley Richard Johnson P75416
Attorney for Plaintiff
P.O. Box 2669
Farmington Hills, MI 48333
248/553-1155

Dated: A _____