

STATE OF MICHIGAN
IN THE DISTRICT COURT FOR MONROE COUNTY

ALLY BANK LEASE TRUST
Plaintiff,

-vs-

Case No: 17-00000

Defendant.

Brock & Scott, PLLC
Melissa A. Lengers (P75190)
Katherine Tomasik (P66190)
Attorneys for Plaintiff
31440 Northwestern Hwy., Ste. 160
Farmington Hills, MI 48334
(248) 516-2043

There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

COMPLAINT

NOW COMES the Plaintiff, ALLY BANK LEASE TRUST ("Plaintiff") by and through its attorneys, Brock & Scott, PLLC, and states the following:

CLAIM AND DELIVERY

1. Plaintiff is an entity authorized to prosecute this civil action in the State of Michigan. Plaintiff is the owner of the account, numbered ***-****-4105, forming the basis of this civil action.
2. Upon information and belief, Defendant ("Defendant") is an adult citizen and resident of Monroe County, Michigan.
3. Jurisdiction and venue are properly vested with this court.
4. On or about December 30, 2017, Defendant entered into and signed a SmartLease (hereinafter "Lease Agreement") with Yark Automotive Group ("Lessor"), for the purpose of leasing a 2018 RAM 1500, with a VIN# [redacted] (hereafter, the "Subject Motor Vehicle"), for a term of twenty-seven (27) months ("Lease Term"). A copy of the Lease Agreement is attached hereto.

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MONROE COUNTY
MICHIGAN

Handwritten marks: "H" at the top, "H" and "H" in the middle, and "T" at the bottom.

5. The Lessor duly tendered possession of the Subject Motor Vehicle to the Defendant pursuant to the Lease Agreement. The Lease Agreement was subsequently assigned by the Lessor to Plaintiff prior to any defaults and for just consideration.

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6. Plaintiff owns the Subject Motor Vehicle, holds a titled interest in the Subject Motor Vehicle through its nominee title holder VAUL TRUST, and has retained its perfected interest in the Subject Motor Vehicle through its affiliate, ALLY FINANCIAL, by noting its titled ownership on the Certificate of Title which is attached hereto.

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7. Upon information and belief, Defendant is in possession of the Subject Motor Vehicle.

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8. During the life of said Lease Agreement Defendant failed to comply with all the terms in the Lease Agreement, by, among other things, failing to return the vehicle to Plaintiff at lease end after the monthly installments due under the Lease Agreement were paid.

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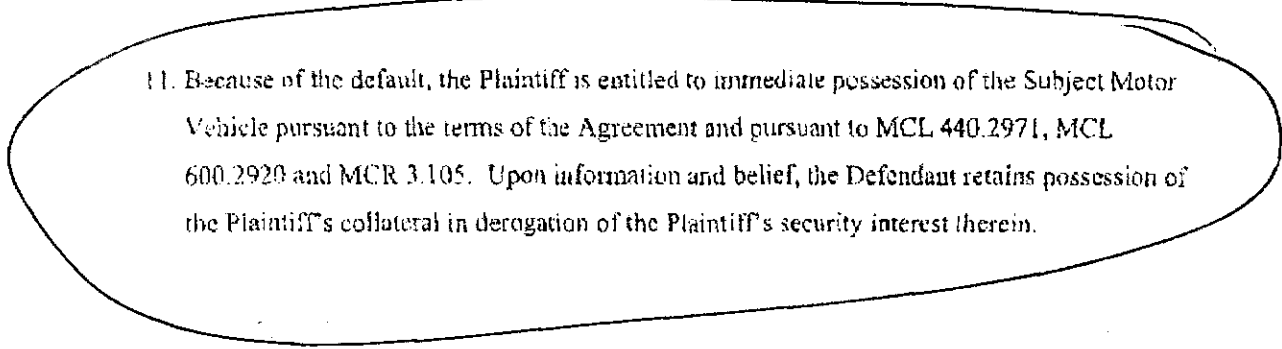
9. Plaintiff made demand for return of the Subject Motor Vehicle. Notwithstanding the aforesaid demand, the Defendant has not returned the Subject Motor Vehicle to Plaintiff, and has unlawfully detained the Subject Motor Vehicle.

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10. Plaintiff is lawfully entitled to the possession of the Subject Motor Vehicle by virtue of the terms of the Lease Agreement. The Subject Motor Vehicle is estimated to be valued in the amount of \$24,125.00 and is an independent piece of property.

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11. Because of the default, the Plaintiff is entitled to immediate possession of the Subject Motor Vehicle pursuant to the terms of the Agreement and pursuant to MCL 440.2971, MCL 600.2920 and MCR 3.105. Upon information and belief, the Defendant retains possession of the Plaintiff's collateral in derogation of the Plaintiff's security interest therein.



12. Seizure of the Subject Motor Vehicle and delivery of immediate possession of the same to Plaintiff is necessary to prevent the depreciation and/or destruction of the Subject Motor Vehicle through neglect and improper maintenance.

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13. Upon information and belief, the Subject Motor Vehicle has not been taken for tax, assessment, or fine, pursuant to statute, nor seized under an execution or attachment against the property of Plaintiff.

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14. By reason of the foregoing, Plaintiff is entitled to immediate possession of the Subject Motor Vehicle in claim and delivery.

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WHEREFORE, Plaintiff respectfully prays the Court for relief as follows:

1. Judgment against the Defendant, awarding Plaintiff possession of the Subject Motor Vehicle and for Defendant to immediately deliver the Subject Motor Vehicles to Plaintiff;
2. Order and direct the Sheriff and/or Authorized Court Officer of Monroe County, Michigan, or the Sheriff and/or Authorized Court Officer of any other County in the State of Michigan, to place Plaintiff into possession of the Subject Motor Vehicle; and,
3. For such other, further, and general relief as to which the Plaintiff may be entitled in law or equity alike.

This 8 day of August, 2023

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

Melissa A. Lengers (P75190)
Katherine Tomasik (P66190)
BROCK & SCOTT, PLLC

AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF DUVAL) ss:

1. JAMES SINGLETON declare under penalties of perjury, that the following statements are true and correct:

1. That I am an Authorized Representative of ALLY BANK LEASE TRUST (hereinafter "Plaintiff") and I am authorized to act as the Plaintiff's representative.

2. This affidavit is based upon the payment records of the Plaintiff. These records are regularly maintained in the course of business, and it is the regular practice to make and maintain these records. These records reflect payments that are noted in the records at the time of receipt by persons whose regular duties include recording this information. I maintain these records for the Plaintiff and regularly use and rely upon them in the performance of my duties.

3. On or about December 30, 2017, Defendant AL entered into that certain Smart Lease ("Lease Agreement") with Yark Automotive Group ("Dealership") to lease a 2018 RAM 1500, with a VIN# 1C4PJGAG8JL111111 ("Subject Motor Vehicle") for a term of twenty-seven (27) months. The Lease Agreement was subsequently assigned to Plaintiff prior to any defaults and for just consideration.

4. Plaintiff owns the Subject Motor Vehicle and/or holds a titled interest in the Subject Motor Vehicle through its nominee title holder VAUL TRUST, and has retained its perfected interest in the Subject Motor Vehicle through its affiliate, ALLY FINANCIAL, by noting its titled ownership on the Certificate of Title.

5. During the life of said Lease Agreement, Defendant AL failed to comply with all the terms in the Lease Agreement, by, among other things, failing to return the vehicle to Plaintiff at lease end after the monthly installments due under the Lease Agreement were paid.

6. That upon information and belief, Defendant AL is in possession of the Subject Motor Vehicle, has not returned the Subject Motor Vehicle to Plaintiff, and has unlawfully detained the Subject Motor Vehicle.

7. The Plaintiff is lawfully entitled to the possession of the Subject Motor Vehicle by virtue of the Certificate of Title and the terms of the Lease Agreement. The Subject Motor Vehicle is estimated to be valued in the amount of \$24,125.00 and is an independent piece of property.

8. If called upon, affiant can testify at trial as to the facts pertaining to this matter.

9. I have read the Complaint filed in herewith, and all of the facts set forth in the Complaint are true and accurate and are fully incorporated herein.

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[Signature]

July 31st 2023
Case + Filed August 15, 2023.

16. To the best of my knowledge, the Defendant(s) is/are not incompetent or a minor(s), or in active duty military status as defined in the Service Members Civil Relief Act of the United States.

FURTHER AFFIANT SAYETH NOT.

ALLY BANK LEASE TRUST

[Handwritten Signature]

Printed Name: JAMES SINGLETON

Title: AUTHORIZED REPRESENTATIVE

Date: 07/31/2023

ACKNOWLEDGMENT

SWORN AND SUBSCRIBED to before me on the 31st day of July, 2023



[Handwritten Signature]

Notary Public