Supreme Court of Ohio Clerk of Court - Filed December 01, 2014 - Case No. 2014-1905

Exhibit 6

APR 0 1 2014 (TT)

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CLEVELAND MUNICIPAL COURT

ASSIGNED JUDGE JUDGE ANGELA R. STOKES

EARLE B. TURNER
CLERK OF COURT

CASE NO.

DATE ASSIGNED 4/14

OVERAGE DATE 4/15

JURY FILED BY PLAINTIFF ☐ DEFENDANT ☐

ATTORNEY FOR

ATTORNEY FOR

DEFAULT JUDGMENT

DATE
AMOUNT

MAGISTRATE

PLEASE MAKE THE FOLLOWING ENTRY:

Settled & Dismissed at Plaintiff's Costs
Dismissed with Prejudice Plaintiff's Costs
Dismissed without Prejudice Plaintiff's Costs

Attorney

By Date

File Date: 01/29/2014 2014 CVF 001342
CONTRACTS-ACCOUNTS - 1 DEFENDANT

PLAINTIFF
CACH LLC
-VS-
DEFENDANT
DONELLS DAVIS - pp

Plntf Atty: LAWRENCE J ROACH ESQ

MAGISTRATE'S NOTES

TT: Δ present - comm const answer
assign to Judge

CASE SET FOR HEARING ON:

IN CR AT
IN CR AT
IN CR AT
IN CR AT

DEFAULT HEARING DATES

JOURNALIZATION DATES

.6705-MR

THIS FILE SHALL NOT BE TAKEN FROM THE CUSTODY OF THE CLERK WITHOUT PERMISSION OF THE COURT

19195
0246A

EARLE B. TURNER

CLEVELAND MUNICIPAL CLERK OF COURTS

A6706-MR
0246B

CALL DAY

File Date: 01/29/2014 **2014 CVF 001342**

CONTRACTS-ACCOUNTS - 1 DEFENDANT

AMOUNT OF PRAYER $ _____

PLAINTIFF
CACH LLC
-VS-
DEFENDANT
DONELLS DAVIS

CASE NO.

Plntf Atty: LAWRENCE J ROACH ESQ

COMPLAINT FILED	SUMMONS ISSUED
JAN 29 2014	JAN 30 2014
☐ BAILIFF SERVICE ☐ REGULAR MAIL	☒ CERTIFIED MAIL RETURN RECEIPT REQUESTED

FEB 24 2014

A COMMUNICATION HAS BEEN FILED ON BEHALF OF THE DEFENDAN[illegible] IN THIS CASE. THIS CASE IS HEREBY SET FOR HEARING ON A DEFAULT P. P. ON: April 1, 2014, 19____, at 8:30 p.m., IN COURTROOM 12-D, BEFORE A MAGISTRATE. PP

JUDGMENT ENTRY SIGNED AND ORDERED RECORDED.

A COPY OF THIS ENTRY WAS SENT TO PLAINTIFF(S) AND DEFENDANT

APR 07 2014

This matter is forwarded to the Central Scheduling Department for assignment to a Judge's Personal Docket by Random Lot. See OSJ

A STOKES 4-17-14

Pretrial 5-5-14 1:00

A STOKES 5-19-14 UD

On application of this plaintiff this cause is missed without prejudice at plaintiff's costs to which judgment is rendered.

COLUMN ONE-INDEX BY COLUMN

COLUMN TWO-INDEX BY COLUMN

14CV F 001342 FILED

2014 JAN 29 P 3:09

CLEVELAND MUNICIPAL COURT
EARLE B. TURNER
CLERK OF COURTS
#10

IN THE CLEVELAND MUNICIPAL COURT
CUYAHOGA COUNTY, OHIO

CACH, LLC 4340 S. Monaco, Second Floor Denver, Colorado 80237 Plaintiff, v DONELLS DAVIS 3845 Stanley Tolliver Ave Cleveland, Ohio 44115 Defendant(s).	))))))))))))))	Case No.: **COMPLAINT**

NOW COMES Plaintiff, who by and through undersigned counsel states and asserts for its Complaint as follow:

1. Venue of this action is proper in the court named above because the Defendant is an individual believed to be residing within the court's jurisdiction at the time of commencement of suit.

2. The Plaintiff, CACH, LLC is the purchaser of outstanding debt previously due and owing to CITIBANK SOUTH DAKOTA, N.A. evidenced by the Affidavit of Sale (attached as Exhibit A).

3. Citibank South Dakota, N.A. ("the issuer") issued a Sears Premier CarD in Defendant's name under its account number xxxxxxxxxxxx6022. Defendant received and used (or authorized use of) the card and thereby became obligated to pay for the charges incurred with the card.

4. The Defendant defaulted on the obligation to make monthly payments on the credit card account as required by the Cardholder Agreement and the card was subsequently canceled. The Cardholder Agreement has been lost or destroyed pursuant to the document retention policy/during the course of normal business of the original creditor. The entire balance on the credit card account is presently due and payable in full.

5. The credit card account was charged off to profit and loss by CITIBANK SOUTH DAKOTA, N.A. The total account balance purchased by Plaintiff was $1,625.96. See Charge off statement (attached as Exhibit B). Since Plaintiff's purchase of the Account, Defendant has made payments totaling $0.00.

6. Although due demand has been made upon the Defendant to satisfy and liquidate the balance which remains due, the Defendant has failed or refused to do so.

WHEREFORE, Plaintiff prays for Judgment against Defendant as follows:

a. $1,625.96 which is the balance currently due after subtracting all payments made towards the account as of the filing of the complaint;

b. Post Judgment Interest at the rate of 3.0%;

c. All court costs associated with this matter herein and thereafter; and

d. For all such other and further relief available in equity or law.

Respectfully submitted,

The Law Office of Kevin Z. Shine, PLLC

Lawrence J. Roach (0073492) Of Counsel
Matthew S. Salyer (0086222)
231 Springside Drive, Suite 140
Akron, Ohio 44333
Phone: 330-576-6424
Fax: 330-576-6923
E-mail: Larry@kzslaw.com
E-mail: Matthew@kzslaw.com
Attorneys for Plaintiff

RECEIVED PAYMENT

JAN 29 2014

EARLE B. TURNER, Clerk

By _____ Deputy

AFFIDAVIT

STATE OF MISSOURI)
)ss.
COUNTY OF PLATTE)

Account Holder: DONELLS DAVIS **Account #:** ending in 6022

SSN/EIN/TIN #: xxx-xx-4922

The undersigned, Shelley R. Baker, being duly sworn, states and deposes as follows:

1. I am an employee of Citibank, N.A. ("Citibank"), a national bank located in Sioux Falls, South Dakota, and I am authorized to make this Affidavit. My job title is Document Control Officer. My job responsibilities include reviewing and obtaining account information in Citibank's records as it relates to credit card accounts owned or previously owned by Citibank. This includes accounts previously owned by Citibank (South Dakota), N.A., which merged into Citibank in or about July 2011. The statements set forth in this affidavit are true and correct to the best of my knowledge, information and belief based on either personal knowledge or review of the business records of Citibank.

2. My duties include having knowledge of, and access to, business records relating to the Citibank account referenced above. These records are kept by Citibank in the regular course of business and it was in the regular course of business of Citibank for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.

3. Citibank's records reflect that a credit card account ending in account number 6022 (the "Account") was sold to CACH, LLC on or about 02/25/2013. At the time the Account was sold, Citibank prepared and forwarded to CACH, LLC a spreadsheet reflecting Account information as of the sale date based on Citibank's records, including, among other things, the Account number, Account balance, the date of the last payment, the Account holder's name, and Social Security number (the "Account Information"). The Account Information reflects that the Account was opened on 05/06/2002. The Account Information reflects that the Account holder's name at time of the sale was DONELLS DAVIS, with a Social Security number ending: xxx-xx-4922.

4. The Account Information indicates that, as of the date the Account was sold, there was due and payable on the Account $1,625.96.

5. The Account information reflects that, as of the date the Account was sold, the last Account payment received by Citibank posted to the Account on 10/16/2012.

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true.

EXECUTED on Dec 6, 2013

Shelley R Baker
Signature

Shelley R. Baker
Name

STATE OF MISSOURI)
)ss.
COUNTY OF PLATTE)

On this 6 day of Dec, 2013, before the undersigned Notary Public in and for the state of Missouri, personally appeared Shelley R. Baker, known to me to be the person who executed the Affidavit on behalf of Citibank, and acknowledged to me that he/she executed the same for the purposes therein stated.

CAROLYN E. HUGHES
Notary Public - Notary Seal
State of Missouri
Commission for Jackson County
My Commission Expires: January 26, 2014
Commission Number: 10927304

Notary Public
My Commission Expires:

Exhibit A

Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:
SEARS CREDIT CARDS
PO Box 6283, Sioux Falls, SD 57117-6283

sears Sears Card®

Customer Service:
searscard.com
Account Inquiries:
1-800-917-7700

Account Number: [redacted] 6022

Summary of Account Activity	
Previous Balance	$1,569.61
Payments	-$0.00
Other Credits	-$0.00
Purchases	+$0.00
Cash Advances	+$0.00
Fees Charged	**+$25.00**
Interest Charged	**+$31.35**
New Balance	$1,625.96
Past Due Amount	$176.21

Credit Limit	$0.00
Available Credit	$0.00
Amount Over Credit Limit	$125.96
Statement Closing Date	01/18/2013
Next Statement Closing Date	02/15/2013
Days in Billing Cycle	31

Payment Information	
New Balance	$1,625.96
Minimum Payment Due	$249.56
Payment Due Date	February 14, 2013

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to $35.

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

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	9 years	$3,213
$63	3 years	$2,273 *(Savings=$940)*

If you would like information about credit counseling services, call 1-877-337-8188.

Your account is seriously past due. Amount past due is shown above. Arrangements for future payments should be made immediately.

Please see the enclosed privacy notice for important information.

TRANSACTIONS

Trans Date	Description	Reference #	Amount
FEES			
01/14	LATE FEE		$ 25.00
	TOTAL FEES FOR THIS PERIOD		**$ 25.00**

Your tax refund can help bring your account up to date.

Many customers have resolved overdue amounts by using their tax refund money. It's simple and convenient. If you're not expecting a refund, we may have payment options available.

» Call 1-866-518-9052 today. For our TDD line call 1-800-926-5818.

8 SE 11

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

This Account is Issued by Citibank, N.A.

↑ Please detach this portion and return with your payment to insure proper credit. Retain upper portion for your records. ↑

Sears Card®

†Past Due Amount is included in the Minimum Payment Due.

Your Account Number	Payment Due Date	New Balance	Past Due Amount†	Minimum Payment Due	Amount Enclosed
[redacted] 6022	FEBRUARY 14, 2013	$1,625.96	$176.21	$249.56	$

SAVE STAMPS, TIME... AND TREES! Visit Account Online and register now for Online Bill Pay, Paperless Statements and More.

[redacted]

Make Checks Payable to:
SEARS CREDIT CARDS
PO BOX 183081
COLUMBUS, OH 43218-3081

DONELLS DAVIS
3845 STANLEY TOLLIVER AVE
CLEVELAND, OH 44115-3069

Print address changes above in blue or black ink.

Exhibit B

Information About Your Account.

How to Avoid Paying Interest on Purchases. Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. If you do not pay the New Balance in full by the payment due date, you will not get a grace period on purchases until you pay the New Balance in full for two billing cycles in a row. We will begin charging interest on cash advances and balance transfers (if available on your account) on the transaction date.

If you have a balance subject to a deferred interest promotion and that promotion does not expire before the payment due date, that balance (the "excluded promotional balance") is excluded from the amount you must pay in full to get a grace period. However, you must still pay any separately required payment on the excluded promotion. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases so long as you pay the New Balance less any excluded promotional balances in full by the payment due date each billing cycle.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

How We Calculate Your Balance Subject to Interest Rate. We use a daily balance method (including current transactions) to calculate interest charges. To find out more information about the balance computation method and how the resulting interest charges were determined, contact us at the Account Inquiries number on the front.

Balance Transfers. Balance transfer amounts are included in the "Purchases" line in the Summary of Account Activity (if balance transfers are available on your account).

Transaction Date. The Transaction Date shown on the statement is also the Sale Date.

Credit Reporting Disputes. If you think we reported inaccurate information to a credit bureau write us at the Customer Service address shown on the front.

Report a Lost or Stolen Card Immediately. Call the Account Inquiries number shown on the front.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the address for billing inquiries and correspondence shown on the front of your statement.

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.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

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.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- 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.
- 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.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

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 are 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 the address for billing inquiries and correspondence shown on the front of your statement.

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.

EM SMC-TGI-SCC-SCP-HIPs 07/12

T02388-9351-5000-0027-9-E-90-X--05/01/02-99--P--0--5-402-0-0----02/17/12-PDXB-December 18, 2012-0-0-V
N--

Important Payment Instructions.

Right to Prepay Your Account. You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

Crediting Payments. If we receive your payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for courier or express mail is the Express Payments Address shown below.

Proper Form. For a payment sent by mail or courier to be in proper form, you must:

- **Enclose** a valid check or money order. No cash, gift cards, or foreign currency please.
- **Include** your name and account number on the front of your check or money order.

If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.

Copy Fee. We charge $3 for each copy of a billing statement that dates back 3 months or more. We add the fee to the regular purchase balance. We waive the fee if your request for the copy relates to a billing error or disputed purchase.

Payment Options Other Than Regular Mail.

- **In-Store Payments (Where Available).** Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds. Not all stores accept payments. Contact your local store to see if in-store payments are accepted at that location.
- **Online Payments.** Visit the web address on the front and sign up for online payments. Enrollment may take a few days. If we receive your request to make an online payment by 5 p.m. Eastern time, we will credit your payment as of that day. If we receive your request to make an online payment after that time, we will credit your payment as of the next day. For security reasons, you may be unable to pay your entire New Balance with your first online payment.
- **AutoPay Service.** If you are enrolled in this service, your payment amount will be deducted automatically each month on your due date from the bank account you select.
- **Pay by Phone Service.** You may use this service any time to make a payment by phone. You will be charged $14.95 if a representative of ours helps expedite your payment. Call by 5 p.m. Eastern time to have your payment credited as of that day. If you call after that time, your payment will be credited as of the next day. We may process your payment electronically after we verify your identity.
- **Express Payments.** You can send payment by courier or express mail to the Express Payments Address. This address is: Payments Department, 1500 Bolton Field Street, Columbus, OH 43228. Payment must be received in proper form at the proper address by 5 p.m. Eastern time to be credited as of that day. All payments received in proper form at the proper address after that time will be credited as of the next day.

Account: **** **** **** 6022

TRANSACTIONS (cont.)

Trans Date	Description	Reference #	Amount
INTEREST CHARGED			
01/16	INTEREST CHARGE ON PURCHASES		$ 31.35
	TOTAL INTEREST FOR THIS PERIOD		**$ 31.35**

2013 Totals Year-to-Date	
Total Fees Charged in 2013	$25.00
Total Interest Charged in 2013	$31.35

INTEREST CHARGE CALCULATION

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES			
REGULAR	23.24% (D)(V)	$1,588.72	$31.35

(V) = Variable Rate (D) = Daily

Cleveland Municipal Court
Earle B. Turner, Clerk of Court
Designation Form to be used to indicate the Category of the Case
(Your failure to complete this form may delay the processing of your claim.)

14 CV F 001342
Case No.

1. Has this case been previously filed and dismissed? Please check one. Yes ( ) No (X)
   If yes, please indicate court, case number and judge. Court _____ Case No. _____ Judge _____

2. Are there any related cases, pending or closed? Please check one. Yes ( ) No (X)
   If yes, please indicate court, case number and judge. Court _____ Case No. _____ Judge _____
   (If more space is necessary, please use the reverse side of this form.)

3. Is this a case under the Consumer Sales Practices Act (O.R.C. 1345.09(E))? Please check one. Yes ( ) No (X)
   If yes, ___ Declaratory Judgment; ____ Injunction; _____ Class Action

4. Do you believe that this case can be resolved through Mediation? Please check one. Yes ( ) No ( )

Plaintiff (include complete name, address and phone #)

CACH, LLC
4340 S. Monaco, Second Floor
Denver, Colorado 80237

Phone No. E-mail address

Defendant (include complete name, address and phone #)

Donells Davis
3845 Stanley Tolliver Ave.
Cleveland, Ohio 44115

Phone No. E-mail address

(If more space is necessary, please use the reverse side of this form.)

Civil Categories	Place (X) in one category only

01 ( ) Tort-Motor Vehicle Accident-Property Damage
03 ( ) Tort-Motor Vehicle Accident-Personal Injury
05 ( ) Tort-Motor Vehicle Accident-Prop. Damage & Personal Injury
07 ( ) Tort- vs. Property Owner
09 ( ) Tort- Product Liability
11 ( ) Tort Miscellaneous
13 ( ) Libel and Slander
15 (X) Contract
17 ( ) Promissory Note
19 ( ) Cognovit
21 ( ) Equity
23 ( ) Forcible Entry and Detainer (Eviction)
a. Subject Property Address _____
25 ( ) Ejectment, Recovery of Real Property
a. Subject Property Address _____
27 ( ) Marshalling of Lien (foreclosure)
a. Subject Property Address _____
29 ( ) Replevin
31 ( ) Account
33 ( ) Other _____
35 ( ) Small Claims

Request for Regular Mail Service and Default Judgment

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).

If a Defendant fails to plead or otherwise defend, the undersigned requests a default judgment in accordance with Civil Rule 55.

Signature of *Plaintiff* or *Attorney for Plaintiff*

Attorney Information

Lawrence J Roach, Matthew S Salyer
Atty. of Record (Please Print or Type)

0073492, 0086222
Ohio Supreme Court No.

231 Springside Dr. Suite 140
Address

The Law Office Of Kevin Z. Shine, PLLC
Firm Name

Akron Ohio 44333
City State Zip Code

330 576 6923
Fax Number

330) 576 6424
Area Code and Telephone Number

E-Mail Address

Use designation sheet rev 02/05

CLEVELAND MUNICIPAL COURT

Office of the Clerk of Court
Earle B. Turner
Justice Center • Level Two
1200 Ontario Street • Cleveland, Ohio 44113-1669
CIVIL DIVISION

THE STATE OF OHIO
CUYAHOGA COUNTY) SS

SUMMONS IN CIVIL ACTION

2014 CVF 001342

PLAINTIFF
CACH LLC

-VS-

DEFENDANT
DONELLS DAVIS

You have been named defendant (s) in a complaint filed in Cleveland Municipal Court, Level Two, Justice Center, 1200 Ontario, Cleveland, Ohio 44113 by
Plaintiff (s):
CACH LLC

A copy of the complaint is attached hereto. The name and address of plaintiff's attorney is below

LAWRENCE J ROACH ESQ
LAW OFFICE OF KEVIN Z SHINE PLLC
AKRON, OH 44333

You must file an *ANSWER* to this complaint within 28 days after this summons is served on you. A copy of your answer must be served upon the attorney for the person who is suing you, who is called the plaintiff, or upon the plaintiff himself, if he has no attorney of record.

Your original answer must be filed with the Court within three days after service of the answer on the plaintiff's attorney.

If you fail to defend yourself against this complaint, *DEFAULT JUDGMENT* can be rendered against you for the relief demanded in the complaint. Your *EARNINGS MAY THEN BE GARNISHED*, or your property may be attached to satisfy the judgment.

EARLE B. TURNER, CLERK
CLEVELAND MUNICIPAL COURT

T. Simeone

T. SIMEONE, Deputy Clerk
January 30, 2014

2014 CVF 001342
DONELLS DAVIS
3845 STANLEY TOLLIVER AVE
CLEVELAND, OH 44115

CVSUMMACT

91 7190 1037 7529 1057 0640

2014 CVF 001342
DONELLS DAVIS
3845 STANLEY TOLLIVER AVE
CLEVELAND, OH 44115

2014 CVF 001342
DONELLS DAVIS
3845 STANLEY TOLLIVER AVE
CLEVELAND, OH 44115

CVSUMMACT

IN THE CLEVELAND MUNICIPAL COURT
CUYAHOGA COUNTY, OHIO

CACH, LLC Plaintiff, v DONELLS DAVIS Defendant.	)	Case No.: 14 CV F 001342 **INSTRUCTIONS FOR SERVICE**

Please serve the Defendant, Donells Davis,, a copy of the Complaint and if service is returned with an endorsement showing the envelope was marked "UNCLAIMED" or "REFUSED", please re-serve the defendant by ordinary mail at the following address:

Donells Davis
3845 Stanley Tolliver Ave
Cleveland, Oh 44115

Respectfully submitted,

The Law Office of Kevin Z. Shine, PLLC

Lawrence J. Roach (0073492) Of Counsel
Matthew S. Salyer (0086222)
231 Springside Drive, Suite 140
Akron, Ohio 44333
Phone: 330-576-6424
Fax: 330-576-6923
E-mail: Larry@kzslaw.com
E-mail: Matthew@kzslaw.com
Attorneys for Plaintiff

Kevin Shine
Plaintiff Name

VS

Yourself
Defendant
Donell Davis

2014 CVF 1342 SCANNED

FILED Case # 6022
1353

2014 FEB 19 A 11:24

Answer
Sears Prem Card
Sears Master

I would like to
give truthfull
testimony I Belive I Disagree
for Refuse full coverage warrant
a Sears Battery After Refuse
same person new job I rather
pay sear for owing and stop
using card Sears give me sign your
proposal & notice subtract name
is not same for telling them
copy Forwarded to plaintiff's Atty
today's Date

Drop the proposal

CLEVELAND MUNICIPAL COURT
Central Scheduling Department
Justice Center • 1200 Ontario Street
Mailing Address: P.O. Box 94894 • Cleveland, Ohio 44101-4894
www.clevelandmunicipalcourt.org

(216) 664-3915
Central Scheduling Phone

(216) 664-4701
General Division Phone

February 25, 2014

File Copy

RE: 2014 CVF 001342
CACH LLC
-VS-
DONELLS DAVIS

Dear File Copy:

The above captioned case has been set for a **PROPRIA PERSONA HEARING** on **APRIL 01, 2014** at **2:30 PM.** On this date please report to the **12TH FLOOR COURTROOM D** in THE JUSTICE CENTER, COURTS TOWER 1200 ONTARIO STREET, CLEVELAND, OHIO 44113.

Shirley S. Smith

SHIRLEY S. SMITH
SCHEDULER

CC: DONELLS DAVIS
LAWRENCE J ROACH ESQ

PLEASE BRING THIS NOTICE WITH YOU TO COURT.
PLAN TO ARRIVE 30 MINUTES PRIOR TO THE HEARING.

SHEARNOT

IN THE CLEVELAND MUNICIPAL COURT
CUYAHOGA COUNTY, OHIO

SCANNED

MAGISTRATE'S ORDER FILED

APR 11 2014

EARLE B. TURNER, CLERK

CACH LLC
PLAINTIFF

VS.

DONELLS DAVIS
DEFENDANT

2014 CVF 001342

MAGISTRATE'S ORDER

CASE CALLED FOR HEARING ON APRIL 1, 2014 BEFORE MAGISTRATE JOLAN VAGI FOR DEFAULT EVIDENTIARY PROCEEDING. PLAINTIFF APPEARED. DEFENDANT APPEARED.

DEFENDANT'S COMMUNICATION IS DEEMED AN ANSWER. DEFAULT HEARING IS THEREFORE CANCELLED.

THIS MATTER IS FORWARDED TO THE CENTRAL SCHEDULING DEPARTMENT FOR ASSIGNMENT TO A JUDGE'S PERSONAL DOCKET BY RANDOM LOT.

MAGISTRATE

PURSUANT TO CIVIL RULE 53, MOTIONS TO SET ASIDE MAGISTRATE'S ORDER MUST BE FILED WITHIN TEN (10) DAYS OF THE MAGISTRATE'S ORDER BEING FILED. THE FILING OF THE MOTION DOES NOT AUTOMATICALLY STAY THE MAGISTRATE'S ORDER. FOR SPECIFIC DETAILS AND FURTHER INFORMATION CONSULT CIVIL RULE 53 (D) (2) (B) OR SEEK LEGAL COUNSEL.

A COPY OF THIS MAGISTRATE'S ORDER SHALL BE MAILED TO ALL PARTIES OR THEIR ATTORNEYS.

CLEVELAND MUNICIPAL COURT
Central Scheduling Department
Justice Center • 1200 Ontario Street
Mailing Address: P.O. Box 94894 • Cleveland, Ohio 44101-4894
www.clevelandmunicipalcourt.org

(216) 664-3915
Central Scheduling Phone

(216) 664-4701
General Division Phone

April 17, 2014

File Copy

RE: 2014 CVF 001342
CACH LLC
-VS-
DONELLS DAVIS

Dear File Copy:

The above captioned case has been set for a **CIVIL PRETRIAL** before **JUDGE ANGELA R. STOKES** on **MAY 05, 2014** at **1:00 PM.** On this date please report to the **15TH FLOOR COURTROOM C** in THE JUSTICE CENTER, COURTS TOWER 1200 ONTARIO STREET, CLEVELAND, OHIO 44113.

DIANE ORITI
SCHEDULER

CC: DONELLS DAVIS
LAWRENCE J ROACH ESQ

PLEASE BRING THIS NOTICE WITH YOU TO COURT.
PLAN TO ARRIVE 30 MINUTES PRIOR TO THE HEARING.

SPDHEARN

May 5, 2014

Pre-Trial

CACH vs. Donells Davis

Discovery (?)

D was present
Atty. Lawrence Roach was present

Next PreTrial 5-30-2014

mental Health Issues

Social Security Statement

Atty. Roach would like to receive D's
if obtained he can tell his Client that
D is uncollectible

5-19-2014
at 9 AM
~~Pretrial~~ Evaluation - report 5-27-14
ready by
5-30-2014 - PT date
12:30

Psych.

TO JUDGE: ANGELA STOKES
if I CAN'T SPEAK THIS letter
IS REASON I'M Here TRUTHFUL
TESTIMONY I BOUGHT A BATTery
FUL COVERAGE WARRANTY FROM SEARS
I RETURN THE BATTery one week After
MERCEDES BATTERY REPLACE THere
BATTery THey Refuse To HONOR THE
WARRANTY I feel THAT'S DISCRIMINATION
So I RATHer PROPOSAL for SEARS CREDIT
CARD STOP USING THey GIVE ME A
PROPOSAL for THAT I PAID ABOUT THree
PAYMENT AND ASK for BALANCE WE CAN
GIVE ESTIMATE DON'T KNOW N I NOTICE
SEARS HIRE NEW JOB FAMILY DOLLAR
I feel RETENTION AGAINST ME for
REPEAT I RATHer DEBT COLLECTOR BRING
ME TO COURT GIVE MEAN

216-317-3871
Gregory Davis (brother of A)

Donella Davis

Atty. Roach's cell # (216) 215-0856

Upon receipt of Disability Statement from Defendant, Atty. Roach will confer with Plaintiff + consider dispuosal of case

PT 5-5

SCANNED

IN THE CLEVELAND MUNICIPAL COURT
CUYAHOGA COUNTY, OHIO

CACH, LLC.	)	
	)	Case No.: 14CVF001342
Plaintiff,	)	STOKES
	)	
v	)	
	)	**NOTICE OF VOLUNTARY DISMISSAL**
DONELLS DAVIS	)	
	)	
Defendant.	)	

NOW COMES the Plaintiff, CACH, LLC., who by and through the undersigned counsel, respectfully gives this Court notice that the within matter is hereby dismissed pursuant to Ohio Civil Rule of Procedure 41(a) with the right to re-file.

Respectfully submitted,

FILED
MAY 15 2014
CLEVELAND MUNICIPAL COURT
EARLE B. TURNER, CLERK

LAWRENCE J. ROACH (0073492)
MATTHEW S. SALYER (0086222)
231 Springside Drive, Suite 140
Akron, Ohio 44333
Phone: (330) 576-6424
Fax: (330) 576-6923
Attorneys for Plaintiff

120019194653

CERTIFICATE OF SERVICE

The foregoing Notice of Dismissal has been served via regular U.S mail on this 13th day of May 2014 upon Defendant at 3845 Stanley Tolliver Avenue Cleveland, Ohio 44115.

LAWRENCE J. ROACH (0073492)
MATTHEW S. SALYER (0086222)
Attorneys for Plaintiff

120019194653

CLEVELAND MUNICIPAL COURT

Office of the Clerk of Court
Earle B. Turner
Justice Center • Level Two
1200 Ontario Street • Cleveland, Ohio 44113-1669
CIVIL DIVISION

Case Number
2014 CVF 001342

Judge
STOKES, ANGELA R.

In The Matter Of

CACH LLC -VS- DAVIS, DONELLS

Action

CONTRACTS-ACCOUNTS - 1 DEFENDANT

Party	Party Type	Attorneys
CACH LLC 4340 S MONACO SECOND FL DENVER, CO 80237	PLNTF	ROACH ESQ., LAWRENCE J LAW OFFICE OF KEVIN Z SHINE PLLC 231 SPRINGSIDE DR SUITE 140 AKRON, OH 44333
DAVIS, DONELLS 3845 STANLEY TOLLIVER AVE CLEVELAND, OH 44115	DFNDT	

Opened
01/29/2014

Case Type
CVF - CONTRACTS

No.	Date of	Pleadings Filed, Orders and Decrees	Amount Owed/ Amount Dismissed	Balance Due
1	01/29/2014	COMPLAINT FILED BY: CACH LLC (PLAINTIFF); ; LAWRENCE J ROACH ESQ (Attorney) on behalf of CACH LLC (PLAINTIFF) Receipt: 2681601 Date: 01/29/2014	122.00	0.00
2	01/29/2014	BACK FILED IMAGES		
3	01/30/2014	CERTIFIED MAIL ISSUED TO ON Issue Date: 01/30/2014 Service: CV COMP & SUMMONS Method: (CV) ELECTRONIC CERTIFIED MAIL Cost Per: $ DAVIS, DONELLS 3845 STANLEY TOLLIVER AVE CLEVELAND, OH 44115 Tracking No: 9171901037752910570640		
4	01/30/2014	CIVIL SUMMONS ISSUED INTAKE- (N) CIVIL SUMMONS- SUMMONS IN CIVIL ACTION Sent on: 01/30/2014 10:24:10.63 DONELLS DAVIS (DEFENDANT);		
5	02/19/2014	ANSWER FILED BY DONELLS DAVIS (DEFENDANT);		

2014 CVF 001342 CACH LLC -VS- DAVIS, DONELLS

6	02/25/2014	HEARING SCHEDULED Event: PROPRIA PERSONA HEARING Date: 04/01/2014 Time: 2:30 pm Judge: MAGISTRATE, SESSION VI Location: 12TH FLOOR COURTROOM D
7	02/26/2014	DELIVERED Method : (CV) ELECTRONIC CERTIFIED MAIL Issued : 01/30/2014 Service : CV COMP & SUMMONS Served : 02/18/2014 Return : 02/19/2014 On : DAVIS, DONELLS Signed By : Reason : DELIVERED Comment : USPS DELIVERED Tracking # : 9171901037752910570640
8	02/26/2014	SIGNATURE Signature Received from USPS DONELLS DAVIS (DEFENDANT); Signature Document Attached Tracking Number: 7190 1037 7529 1057 0640
9	04/11/2014	MAGISTRATES ORDER. THIS MATTER IS FORWARDED TO THE CENTRAL SCHEDULING DEPARTMENT FOR ASSIGNMENT TO A JUDGE'S PERSONAL DOCKET BY RANDOM LOT.
10	04/14/2014	CASE ASSIGNED TO THE PERSONAL DOCKET OF: Participant(s): Judge ANGELA R. STOKES
11	04/17/2014	HEARING SCHEDULED Event: CIVIL PRETRIAL Date: 05/05/2014 Time: 1:00 pm Judge: STOKES, ANGELA R. Location: 15TH FLOOR COURTROOM C Result: HEARING CANCELLED - FILE HELD FOR ENTRY
12	05/15/2014	DISMISSAL FILED BY: LAWRENCE J ROACH ESQ (Attorney) on behalf of CACH LLC (PLAINTIFF)

Totals By:	COSTS	122.00	0.00

*** End of Report ***

STATE OF OHIO
COUNTY OF CUYAHOGA SS.
CITY OF CLEVELAND

I, Earle B. Turner, Clerk of the Cleveland Municipal Court, within and for said city, hereby certify that the above and foregoing is truly taken and copied from the original docket in Case No. **2014 CVF 001342** now on file in the Office of the Clerk of Court.

Witness my hand and seal of Cleveland Municipal Court this 5 day of November 2014.

EARLE B. TURNER, CLERK

By: _____
Chief Deputy Clerk

The Clerk of Courts does not calculate interest or balances due on your judgment. There may be additional amounts due to your creditor(s). It is your responsibility to contact your Creditor(s) or their Attorney in order to determine the balance due on your case.

CLEVELAND MUNICIPAL COURT PSYCHIATRIC CLINIC

Phone (216)664-4630 Fax (216)664-4631

See Defendant's pleading & correspondence RE: unrelated Battery issue

PSYCHIATRIC CLINIC REFERRAL

(PLEASE FILL OUT ALL INFORMATION)

DATE OF REFERRAL: May 5, 2014

DEFENDANT'S NAME: DONELLS DAVIS
ADDRESS: 3845 Stanley Tolliver, Cleveland, Ohio 44115
PHONE #: (216)432-9311 SEX: M ✓ F ____ RACE: African American
DATE OF BIRTH: ____ SOCIAL SECURITY #: XXX-XX-4922
JUDGE: Angela Stokes COURTROOM: 15-C
JAIL: ____ BAIL: ✓ DUE IN COURT: May 30, 2014 at 12:30 pm

The Clinic is directed to have the above named defendant examined who **(circle one):**

-IS AWAITING TRIAL or ~~HAS BEEN CONVICTED~~

*In addition, Defendant could not understand the unrelated

CHARGE: Battery issue purchased CASE #: 2014CVF001342
CHARGE: by Cash at Sears has CASE #: debt from Sears
nothing to do with this credit card. This is a civil case regarding credit card debt set for a pretrial.

PRETRIAL/PRE-PLEA EVALUATIONS:

____	5122.10	EVALUATION FOR EMERGENCY HOSPITALIZATION
✓	2945.371	COMPETENCY TO STAND TRIAL
____	2945.371	SANITY AT THE TIME OF THE ACT
____	2945.40	ELIGIBILITY FOR CIVIL COMMITMENT AFTER A FINDING OF NOT GUILTY BY REASON OF INSANITY (NGRI)
____	2919.271	DOMESTIC VIOLENCE/RISK ASSESSMENT EVALUATION

* Mr. Davis believes Judge Stokes' father is Edward Fitzgerald, the Cuyahoga County Executor

POST ADJUDICATION EVALUATIONS:

____	5122.10	EVALUATION FOR EMERGENCY HOSPITALIZATION
____	2947.06	TESTIMONY AFTER VERDICT TO MITIGATE PENALTY
	____	PSYCHIATRIC FACTORS IN THE CRIME
	____	PSYCHIATRIC RECOMMENDATIONS REGARDING DISPOSITON
	____	ELIGIBILITY FOR THE MENTAL HEALTH DOCKET
	____	DEFENDANT HAS A PSYCHOTIC DISORDER OR A BIPOLAR DISORDER
	____	DEFENDANT'S INTELLECTUAL FUNCTION IS BELOW IQ LEVEL OF 75
____	2919.271	DOMESTIC VIOLENCE/RISK ASSESSMENT EVALUATION

Mr. Davis appeared to exhibit psychotic behavior & he could not understand Plaintiff's attorney's settlement offer, consent judgment entry concept or counter offers

Mr. Davis is willing to go & will go to St. Vincent Charity Hospital for care

REASON FOR REFERRAL: Mr. Davis goes to Psychiatric Hospitals for his care such as St. Vincent Charity

BEHAVIORAL CHECKLIST (Check all that apply):

____ Hostile/Homicidal ____ Depressed/Suicidal ✓ Illogical Thoughts

✓ Hallucinations ____ Paranoid/Suspicious ✓ Lack of Comprehension

Mr. Davis is not repeating name of Ariel Castro

in the past 6 months he has been hospitalized to prevent suicide

on but hears voices 6 months ago

SPECIAL INSTRUCTIONS: PER Mr. Davis his diagnosis is Schizophrenia and his medication is Haldol which he last took 2 weeks ago because he felt he does not need his medications. Howard Mr. Davis' mother recently died & he has taken it hard

PLEASE CHECK

REFERRED TO PROBATION: ____ YES ✓ NO

Judge Angela Stokes

JUDGE OR MAGISTRATE'S SIGNATURE

WHITE (PSYCH CLINIC) YELLOW (COURT) PINK (JUDGE) Revised 12/2011 RMH

Kate Haynes spoke to Defendant's brother to gather some pertinent information regarding Defendant