

WAYNE COUNTY MUNICIPAL COURT

CREDIT ACCEPTANCE CORP.
C/O LEVY & ASSOCIATES, LLC
P.O. BOX 182423
COLUMBUS, OH 43218-2423

PLAINTIFF,

v.

SABRINA LACKEY
214 FAIRLAWN AVENUE EXT APT 214
RITTMAN OH 44270-1167

DEFENDANT(S).

Case #

COMPLAINT

OTHER CIVIL

☒ In accordance with Civil Rule 4.6(C) or
(D), Ordinary Mail Waiver Requested

COMPLAINT

1. Upon information and belief, Defendant(s) resides in Wayne County, Ohio.
2. Plaintiff is Credit Acceptance Corp..
3. Defendant(s) executed an Agreement ("Agreement") to purchase a vehicle. Plaintiff accepted assignment of the Agreement. A true and accurate copy of the Agreement evidencing said purchase is attached.
4. Defendant(s) breached the terms of the Agreement.
5. A statement of the balance due under the Agreement is attached.
6. Demand has been made on Defendant, but Defendant has failed to comply with such demand.
7. After applying all credits and adjustments, which may have occurred after the date of the document attached, Defendant(s) owe Plaintiff the amount of \$9,832.79, plus interest.

WHEREFORE, Plaintiff demands judgment against Defendant(s), jointly and severally if more than one, in the sum of \$9,832.79, plus interest at 7% per annum from the judgment date, court costs expended herein, and all other proper relief.

Respectfully submitted,

By: 

- ☐ Erin Enderle (#0081407)
- ☐ Sara Rocke (#0106671)
- ☐ Hal Burke (#0069015)
- ☐ Robert R. Barnhom (#0079973)

Levy & Associates, LLC

P.O. Box 182423

Columbus, OH 43218-2423

Tel: (866) 767-3538

legal@levylawfirms.com

Attorneys for Plaintiff

E7-67200

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INSTRUCTIONS TO CLERK FOR SERVICE OF SUMMONS BY ORDINARY MAIL
IF CERTIFIED MAIL IS RETURNED MARKED UNCLAIMED

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 THE FAILURE
OF SERVICE BY THE CLERK AND REQUESTS ORDINARY MAIL SERVICE
IN ACCORDANCE WITH CIVIL RULE 4.6 (C) or (D).



- ☐ Erin Enderle (#0081407)
- ☐ Sara Rocke (#0106671)
- ☐ Hal Burke (#0069015)
- ☐ Robert R. Barnhorn (#0079973)

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Attorneys for Plaintiff

E7-67200

REDACTED

RETAIL INSTALLMENT CONTRACT

ACCOUNT # [REDACTED]

LOT # RG1

Buyer Name and Address SABRINA LACKEY 553 W TUSCARAWAS AVE Apt. # B14 BARBERTON, OH 44203	Co-Buyer Name and Address N/A	Creditor-Seller Name and Address MAGIC CITY MOTORCARS INC 993 WOOSTER RD WEST BARBERTON, OH 44203
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"You" and "Your" mean each Buyer above, jointly and severally. "Us" and "We" mean Creditor-Seller and Creditor-Seller's assignee. You may buy the Vehicle described below for cash or credit. The cash price is shown below as the "Cash Price". The credit price is shown below as "Total Sale Price". You have agreed to buy the Vehicle from Us on credit. You agree to pay Us all amounts due under the Retail Installment Contract ("Contract"), including the Amount Financed plus Finance Charge according to the payment schedule shown in the Truth in Lending Disclosures below. We will figure Your finance charges on a daily basis at a rate of 22.99 % per year ("Contract Rate"). You also agree to the terms and conditions (including the Truth in Lending Disclosures) and on the additional pages of this Contract. The Contract Rate may be negotiable with Us. You acknowledge delivery and acceptance of the Vehicle in good condition and repair.

Used	Year and Make	Model	Color	Vehicle Identification Number	Odometer Reading
	2014 Toyota	Corolla	BLACK	2T1BURHE7EC172282	180,893

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of Your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost You.	Amount Financed The amount of credit provided to You or on Your behalf.	Total of Payments The amount You will have paid after You have made all payments as scheduled.	Total Sale Price The total cost of Your purchase on credit, including Your down payment of
22.99 %	\$ 6,664.54	\$ 13,270.01	\$ 19,934.55	\$ 600.00 is \$ 20,534.55

Payment Schedule: Your payment schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
45	\$ 442.99	Monthly, beginning July 05, 2023

Security: You are giving a security interest in the Vehicle being purchased.

Late Charge: If a payment is more than 10 days late, You will be charged 5% of the payment, not to exceed \$30.

Prepayment: If You pay early, You will not have to pay a penalty.

Additional Information: Please read this Contract for any additional information about nonpayment, default and any required repayment in full before the scheduled date, and prepayment refunds and penalties.

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY LIABILITY, PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY OR COMPLY WITH ANY MINIMUM STATE LIABILITY LAWS.

PROPERTY INSURANCE: You must insure the Vehicle securing this Contract. YOU MAY PURCHASE OR PROVIDE THE INSURANCE THROUGH ANYONE YOU CHOOSE WHO IS REASONABLY ACCEPTABLE TO US, as more fully described on page 3.

ARBITRATION: The Contract contains an Arbitration Clause that states You and We may elect to resolve any dispute by arbitration and not by court action. See the Arbitration Clause on page 5 of this Contract for the full terms and conditions of the agreement to arbitrate. By initialing below, you confirm that you have read, understand and agree to the terms and conditions in the Arbitration Clause.

Sign  Buyer's Initials

Buyer's Initials

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

USE CAR BUYERS GUIDE. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

ADDITIONAL TERMS AND CONDITIONS: THE ADDITIONAL TERMS AND CONDITIONS, INCLUDING THE AGREEMENT TO ARBITRATE SET FORTH ON THE ADDITIONAL PAGES OF THIS CONTRACT ARE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE

OHIO CREDIT ACCEPTANCE CORPORATION (02-2023)

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PAGE 1 of 5

Sign  Buyer's Initials

Buyer's Initials

The original retail installment contract is assigned to Credit Acceptance Corporation.

This copy was created on 06/05/2023

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (including accessories and improvements to the Vehicle).....	\$ 10,000.00 (1)
2. Sales Tax	\$ 859.01 (2)
3. Down-Payment Calculation:	
Cash Down Payment	\$ 600.00 (A)
Deferred Down Payment.....	\$ N/A (B)
Trade-In Description:	
Gross Trade-In	\$ N/A (C)
Make: <u>N/A</u>	
Model: <u>N/A</u>	
Payoff Made by Seller \$	N/A (D)
Net Trade-In (If negative number, Insert "0" in line 3(D) and itemize difference in 5(F) below)... (C-D) \$	N/A (E)
Trade-In Description:	
Gross Trade-In	\$ N/A (F)
Make: <u>N/A</u>	
Model: <u>N/A</u>	
Payoff Made by Seller \$	N/A (G)
Net Trade-In (If negative number, Insert "0" in line 3(G) and itemize difference in 5(K) below)... (F-G) \$	N/A (H)
Other: Manufacturers Rebate.....	\$ N/A (I)
Total Down Payment	(A+B+E+H+I) \$ 600.00 (3)
4. Unpaid Balance of Cash Price (1+ 2 less 3).....	\$ 10,259.01 (4)
5. Other Charges Including Amounts Paid to Others on Your Behalf:	
*(NOTICE: A portion of these charges may be paid to or retained by Us.)	
A. *Cost of Required Physical Damage Insurance Paid to Insurance Company	\$ N/A (A)
B. *Cost of Optional Extended Warranty or Service Contract Paid to the Company named below.....	\$ 1,732.00 (B)
C. *Documentation Fee.....	\$ 250.00 (C)
D. Cost of Fees Paid to Public Officials for Perfecting, Releasing or Satisfying a Security Interest	\$ N/A (D)
E. Cost of Fees Paid to Public Officials for Certificate of Title, License and Registration.....	\$ 35.00 (E)
Other Charges (Seller must identify who will receive payment and describe purpose)	
F. to <u>N/A</u> for lien or lease payoff.....	\$ N/A (F)
G. *to <u>Phoenix American Administrators, Inc.</u> for Optional GAP Protection.....	\$ 994.00 (G)
H. *to <u>N/A</u> for <u>N/A</u>	\$ N/A (H)
I. *to <u>N/A</u> for <u>N/A</u>	\$ N/A (I)
J. *to <u>N/A</u> for <u>N/A</u>	\$ N/A (J)
K. to <u>N/A</u> for lien or lease payoff.....	\$ N/A (K)
Total of Other Charges and Amounts Paid to Others on Your Behalf	\$ 3,011.00 (5)
6. Less Prepaid Finance Charge	\$ N/A (6)
7. Amount Financed - Unpaid Balance (4 + 5 less 6)	\$ 13,270.01 (7)

COPY OF ELECTRONIC ORIGINAL

OPTIONAL EXTENDED WARRANTY OR SERVICE CONTRACT: Although You are not required to purchase an optional extended warranty or service contract as a condition of purchasing this Vehicle on credit, by signing below You are indicating that You voluntarily elect to buy an optional extended warranty or service contract covering the repair of certain major mechanical breakdowns of the Vehicle and related expenses. Refer to the optional extended warranty or service contract for details about coverage and duration.

Price \$ 1,732.00 Term: 24,000 Miles/24 Mos. Company: First Automotive Service Corporation

Signed By: Sabrina Lackey Date: 06/05/2023

Buyer's Signature _____ Date _____ Buyer's Signature _____ Date _____

GAP PROTECTION: Optional Guaranteed Auto Protection (GAP) is not required to obtain credit. GAP protection will not be provided under this Contract unless You sign for it below and agree to pay the additional cost shown below and on Line 5G of the ITEMIZATION OF AMOUNT FINANCED. You may obtain optional GAP protection from a person of Your choice that is authorized to sell such coverage and is acceptable to Us. The GAP contract issued by the provider of the protection will describe the terms and conditions of coverage in further detail. If You want GAP protection, sign below.

Cost: \$ 994.00 Term: 45 Mos. Provider: Phoenix American Administrators, Inc.

Signed By: Sabrina Lackey Date: 06/05/2023

Buyer's Signature _____ Date _____ Buyer's Signature _____ Date _____

You agree to the terms of this Contract and acknowledge that You have received a copy of this Contract with all blanks filled in and that You have read it and understand it.

NOTICE TO THE BUYER: 1. Do not sign this Contract before You read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the Contract You sign.

Buyer's Signature: x Sabrina Lackey Buyer's Signature: x _____

Seller: MAGIC CITY MOTORCARS INC By: Kathleen M Koehler Title: AGENT

This Contract is signed by the Seller and Buyer(s) hereto this 5th day of June, 2023

ADDITIONAL TERMS AND CONDITIONS

Security Interest and Assignment of Proceeds. You give Us a security interest in the Vehicle. This secures payment of all You owe on this Contract and in any transfer, renewal, extension or assignment of this Contract. It also secures Your other agreements in this Contract. You agree to have the certificate of title show our security interest (lien) in the Vehicle. Until Your obligations under this Contract are satisfied, You assign to Us all Your right, title and interest in and to: 1) all parts or goods put on the Vehicle; 2) all money or goods received (proceeds) for the Vehicle (including all parts or goods put on the Vehicle); 3) all insurance, service, or other contracts We finance for You; and 4) all proceeds from insurance, service, or other contracts We finance for You. This includes any refunds of premiums.

Late Charge. You promise to make all payments when due. If You fail to make a payment when it is due, You agree to pay Us a late charge as stated on page 1 of this Contract. You agree that We do not waive any of our rights by accepting one or more late payments from You.

Ownership and Risk of Loss. You promise to pay Us all You owe under this Contract even if the Vehicle is damaged, destroyed or missing.

Bad Check Charge. You agree to pay Us a bad check charge of \$20 (or such other amount permitted by applicable law) for any check or like instrument given by You to Us that is returned by Your bank because of insufficient funds or because Your bank account was closed.

Your Other Promises to Us. You promise that:

- You will not remove the Vehicle from the United States or Canada.
- You will not sell, rent, lease or otherwise transfer any interest in the Vehicle or this Contract without our written permission.
- You will not expose the Vehicle to misuse or confiscation.
- You will not permit any other lien or security interest to be placed on the Vehicle.
- You will preserve and protect the Vehicle and keep it in good condition and repair.
- You will not use the Vehicle unlawfully or abandon it. If a governmental agency impounds the Vehicle, You will notify Us immediately and regain possession of the Vehicle.
We may regain possession of the Vehicle and treat it as a default.
- You will pay all taxes, assessments, rentals, charges, and other fees imposed on the Vehicle when they are due. If We pay any repair bills, storage bills, taxes, fines, fees, or other charges on the Vehicle, You agree to repay the amount to Us.
- You will permit Us to inspect the Vehicle at any reasonable time.
- You will promptly sign, or cause others to sign, and give Us any documents We reasonably request to perfect our security interest.
- You have not made and will not make an untrue, misleading or incomplete statement in a credit application, this Contract or any information provided in connection with this Contract.
- You will promptly provide Us with any additional personal or financial information concerning You or any information about the Vehicle that We may reasonably request from time to time.
- You will immediately notify Us if You change Your name or address.

Finance Charge. This is a simple interest contract. Finance charges are earned on a daily basis by applying the Contract Rate to the unpaid balance of the Amount Financed for the time the balance is owed. We will apply payments to late charges, finance charges, and to the unpaid balance of the Amount Financed and other charges in any manner we choose unless we are required by law to apply payments in a particular order. After assignment, the Seller may receive a portion of the finance charges.

Prepayment. You have the right to prepay Your account balance at any time without a penalty.

If You prepay only a portion of the balance remaining under this Contract, We will apply the prepayment to Your account balance. Your payment due date will advance by one month each time a standard monthly payment is satisfied in full by a prepayment. You must still make all payments on time until Your obligation under this Contract is paid in full. If You make a partial prepayment Your last payment or payments may be less than the scheduled amount due.

Late or Early Payments. The Finance Charge, Total of Payments, and Total Sale Price shown on the front of this Contract are based on the assumption that You will make every payment on the date it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if You pay later and less if You pay early. Changes may take the form of a larger or smaller final payment or, at Our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment.

Required Physical Damage Insurance. You must insure Yourself and Us for the term of this Contract against loss of, or physical damage to, the Vehicle with a policy in Your name that is acceptable to Us. We have the right to approve the type and amount of insurance.

If the Vehicle is lost or damaged, You agree that We can use any insurance settlement either to repair the Vehicle or apply to Your account balance. If applied to Your account balance, the insurance settlement proceeds that do not pay Your obligation in full under this Contract will be applied as a partial payment.

Optional Maintenance or Service Contracts. This Contract may contain charges for optional maintenance, service or warranty contracts. If the Vehicle is repossessed, You agree that We may claim benefits under these contracts and terminate them to obtain refunds of unearned charges.

Insurance, Maintenance, Service or Other Contract Charges Returned to Us. If any charge for insurance, maintenance, service, warranty or other contract is returned to Us, it will be credited to Your account in accordance with the Prepayment section of this Contract.

Default and Acceleration of the Contract. You will be in default if:

- You fail to pay any amount due under this Contract when it is due.
- You break any of Your other promises You made in this Contract.
- A proceeding in bankruptcy, receivership or insolvency is started by You or against You or Your property.

If You are in default of this Contract, We may declare the entire unpaid balance of this Contract due and payable immediately at any time without notice to You, unless We are required by law to provide You with such notice, and subject to any right You may have to reinstate the Contract. If Your default consists solely of a failure to pay a payment when it is due, We may demand that You pay all that You owe on this Contract only if Your failure to pay has continued for at least thirty (30) days.



Buyer's Initials



Buyer's Initials

ADDITIONAL TERMS AND CONDITIONS

Repossession of the Vehicle. If You default, We may take (repossess) the Vehicle from You. To repossess the Vehicle, We can enter Your property, or the property where the Vehicle is stored, so long as it is done peacefully and the law allows it. Any accessories, equipment or replacements will remain with the Vehicle. You hereby acknowledge and agree that any personal property contained within the Vehicle may be removed and held without liability to Us or our agent. It is Your responsibility to promptly and immediately contact Us to make arrangements for the return of Your personal property. You are responsible for paying all reasonable charges associated with the repossession.

Getting the Vehicle Back After Repossession. If We repossess the Vehicle, You have the right to get it back (redeem). You may reinstate the Contract as permitted by applicable law. You may redeem the Vehicle at any time before We sell, lease, license or otherwise dispose of any or all of the Vehicle in its present condition or following any commercially reasonable preparation or processing.

Sale of the Repossessed Vehicle. Any notice that is required to be given to You of an intended sale or transfer of the Vehicle will be mailed to Your last known address, as reflected in our records, in a reasonable period before the date of the intended sale or transfer (or such other period of time as is required by law). If the Vehicle is sold, We will use the net proceeds of the sale to pay all or part of Your debt.

The net proceeds of the sale will be figured this way: Any charges for taking, holding, preparing for sale, and selling the Vehicle, and any attorney fees and court costs, if permitted by law, will be subtracted from the selling price.

If You owe Us less than the net proceeds of sale, We will pay You the difference, unless We are required to pay it to someone else. For example, We may be required to pay a lender who has given You a loan and has also taken a security interest in the Vehicle.

If You owe more than the net proceeds of sale, You will pay Us the difference between the net proceeds of sale and what You owe when We ask for it. If You do not pay this amount when asked, You may also be charged interest at the highest lawful rate until You do pay all You owe to Us.

Servicing and Collection Contacts. You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

Delay in Enforcing Rights and Changes of this Contract. We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, We can extend the time for making some payments without extending others. Any change in the terms of this Contract must be in writing and signed by Us. No oral changes are binding. If any part of this Contract is not valid, all other parts will remain enforceable.

WARRANTIES SELLER DISCLAIMS. YOU UNDERSTAND THAT THE SELLER IS NOT OFFERING ANY WARRANTIES AND THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED BY THE SELLER, COVERING THE VEHICLE UNLESS THE SELLER EXTENDS A WRITTEN WARRANTY OR SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT.

THIS PROVISION DOES NOT AFFECT ANY WARRANTIES COVERING THE VEHICLE THAT MAY BE PROVIDED BY THE VEHICLE MANUFACTURER.

Interest After Maturity. You further agree to pay interest at the rate of 6% or at the highest rate permitted by applicable law, on any amounts that remain unpaid after maturity of this Contract. For the purposes of this provision, maturity means the earlier of the date Your final payment is due or the date We accelerate the Contract.

Judgment Rate. Interest on any judgment awarded on this Contract will be at the Contract Rate stated on page 1 of this Contract or at the highest rate permitted by applicable law.

State of Contracting. This Contract shall be deemed to have been made and entered into by the parties at the Seller's address shown on page 1.

Governing Law. The rights and duties of the parties, and any claims arising out of or related to this Contract, are governed by law of the state of the Seller's address shown on page 1 of this Contract, except to the extent preempted by applicable federal law.

ASSIGNMENT

FOR VALUE RECEIVED, Seller hereby assigns and transfers all Seller's right, title and interest in and to this Contract, and in and to the Vehicle described herein, to CREDIT ACCEPTANCE CORPORATION ("Assignee"), its successors and assigns, pursuant to and in accordance with the terms and conditions set forth in the existing dealer agreement between Seller and Assignee in effect on the date hereof. Seller gives Assignee full power, either in Assignee's name or in Seller's name, to take all actions which Seller could have taken under this Contract. In order to induce Assignee to accept assignment of this Contract, Seller represents and warrants to Assignee as set forth in the existing dealer agreement.

NOTICE OF ASSIGNMENT: The Seller has assigned this Contract to Credit Acceptance Corporation in accordance with the terms and conditions set forth above. This assignment is without recourse. You must make all future payments to: CREDIT ACCEPTANCE CORPORATION, 25505 WEST TWELVE MILE ROAD, SOUTHFIELD, MICHIGAN 48034-8339, 1-(800)-634-1506.

Sign Seller: MAGIC CITY MOTORCARS INC

By: Kathleen M Koehler Jun 05, 2023 4:40:22 PM EDT

Title: AGENT

OHIO CREDIT ACCEPTANCE CORPORATION (02-2023)

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Buyer's Initials

Initials SL

Buyer's Initials

The original retail installment contract is assigned to Credit Acceptance Corporation.

This copy was created on 06/05/2023

ARBITRATION CLAUSE

This Arbitration Clause describes how a Dispute (as defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. In this Arbitration Clause, "We" and "Us" mean Seller and/or Seller's assignee (including, without limitation, Credit Acceptance Corporation) or their employees, assignees, or any third party providing any goods or services in connection with the origination, servicing and collection of amounts due under the Contract if such third party is named as a party between You and Us. "You" and "Your" means each Buyer named above.

Your Right to Reject: If You don't want this Arbitration Clause to apply, You may reject it by mailing Us at P.O. Box 5070, Southfield, Michigan 48086-5070 a written rejection notice that describes the Contract and tells Us that You are rejecting this Arbitration Clause. A rejection notice is only effective if it is signed by all buyers, co-buyers and cosigners and the envelope that the rejection notice is sent in has a post mark of 30 days or less after the date of this Contract. If You reject this Arbitration Clause, that will not affect any other provision of this Contract or the status of Your Contract. If You don't reject this Arbitration Clause, it will be effective as of the date of this Contract.

A "Dispute" is any controversy or claim between You and Us arising out of or in any way related to this Contract, including, but not limited to, any default under this Contract, the collection of amounts due under this Contract, the purchase, sale, delivery, set-up, quality of the Vehicle, advertising for the Vehicle or its financing, or any product or service included in this Contract. "Dispute" shall have the broadest meaning possible, and includes contract claims, and claims based on tort, violations of laws, statutes, ordinances or regulations or any other legal or equitable theories. Notwithstanding the foregoing, "Dispute" does not include any individual action brought by You in small claims court or Your state's equivalent court, unless such action is transferred, removed or appealed to a different court. "Dispute" does not include any repossession of the Vehicle upon Your default and any exercise of the power of sale of the Vehicle under this Contract or any individual action by You to prevent Us from using any such remedy, so long as such individual action does not involve a request for monetary relief of any kind. In addition, "dispute" does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Clause or any part thereof (including, without limitation, the Class Action Waiver described in the sixth paragraph of this Arbitration Clause, the last sentence of the seventh paragraph of this Arbitration Clause and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of the Contract as a whole is for the arbitrator, not a court, to decide.

If a Dispute arises, the complaining party shall give the other party a written Dispute Notice and a reasonable opportunity, not less than 30 days, to resolve the Dispute. Any Dispute Notice to You will be sent in writing to the address on this Contract (or any updated address You subsequently provide to Us). Any Dispute Notice to Us must be sent by mail to: Credit Acceptance, Attn: Corporate Legal, 25505 West Twelve Mile Road, Southfield, Michigan 48034-8339 (or any updated address We subsequently provide to You). Any Dispute Notice You send must give Your Account Number, telephone number and address. Any Dispute Notice must explain the nature of the Dispute and the relief that is demanded. The complaining party must reasonably cooperate in providing any information about the Dispute that the other party reasonably requests.

Either You or We may require any Dispute to be arbitrated and may do so before or after a lawsuit has been started over the Dispute or with respect to other Disputes or counterclaims brought later in the lawsuit. If You or We elect to arbitrate a Dispute, this Arbitration Clause applies. A Dispute shall be fully resolved by binding arbitration. Judgment on the arbitration award may be entered in any court with jurisdiction. All statutes of limitation that otherwise would apply to an action brought in court will apply in arbitration. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and attorneys' fees and costs.

If You or We elect to arbitrate a Dispute, neither You nor We will have the right to pursue that Dispute in court or have a jury resolve that dispute. In addition, if You or We elect to arbitrate a Dispute, (a) neither You nor We may participate in a class action in court or in a class-wide arbitration, either as a plaintiff, defendant or class member; (b) neither You nor We may act as a private attorney general in court or in arbitration; (c) Disputes brought by or against You may not be joined or consolidated with Disputes brought by or against any other person; and (d) the arbitrator shall have no power or authority to conduct a class-wide arbitration, private attorney general arbitration or joined or consolidated arbitration (this sentence including subparts a through d hereof is referred to in this Arbitration Clause as the "Class Action Waiver"). In the event there is an agreement to arbitrate claims or disputes that conflicts with this Arbitration Clause, whether such agreement is executed before, at the same time, or after this Arbitration Clause, the terms of this Arbitration Clause shall control any and all Disputes between You and Us.

Notwithstanding the foregoing, We retain the right to repossess the Vehicle upon Your default and to exercise any power of sale under this Contract. If any provision of this Arbitration Clause other than the Class Action Waiver is invalid or unenforceable under the Federal Arbitration Act or any other applicable law, the invalid or unenforceable provision shall be inapplicable and deemed omitted, but shall not invalidate the rest of this Arbitration Clause, and shall not diminish the parties' obligation to arbitrate Disputes subject to this Arbitration Clause. In the event that the Class Action Waiver is determined to be invalid or unenforceable, then, subject to the right to appeal such a ruling, this entire Arbitration Clause (except for this sentence) shall be null and void.

Whoever first elects arbitration may choose to arbitrate under the rules and procedures of either JAMS or the American Arbitration Association; however in the event of a conflict between these rules and procedures and the provisions of this Arbitration Clause, You and We agree that this Arbitration Clause governs for that specific conflict. You may obtain the rules and procedures, information on fees and costs (including waiver of the fees), and other materials, and may file a claim by contacting the organization of Your choice. The addresses and websites of the organizations are: JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com; and American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York 10017-4605, www.adr.org. If neither JAMS nor the American Arbitration Association is able or willing to serve, and You and We can't otherwise agree on a substitute administrator or arbitrator, then a court with appropriate jurisdiction shall appoint an arbitrator. We will consider any good faith request You make to Us to pay the administrator's or arbitrator's filing, administrative, hearing and/or other fees if You cannot obtain a waiver of such fees from the administrator and We will not seek or accept reimbursement of any such fees. We will bear the expense of our attorneys, experts and witnesses, except where applicable law and this Contract allow Us to recover attorneys' fees and/or court costs in a collection action We bring. You will bear the expense of Your attorneys, experts and witnesses if We prevail in an arbitration. However, in an arbitration You commence, We will pay Your fees if You prevail or if We must bear such fees in order for this Arbitration Clause to be enforced. Also, We will bear any fees if applicable law requires Us to. The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve the Dispute based on the papers submitted by You or Us and/or through a telephonic hearing. However, any arbitration hearing that You attend will take place at a location that is reasonably convenient to You. Notice of the time, date and location shall be provided to You and Us under the rules and procedures of the arbitration organization selected.

The arbitrator's decision is final and binding, except for any right of appeal provided by the Federal Arbitration Act, 9 U.S.C. §§ 1 et. Seq. ("FAA"). However, if the amount of the Dispute exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can appeal the award to a three-arbitrator panel administered by the Administrator, which panel shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Clause to "the arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the section of this Arbitration Clause that describes who will bear the costs for the initial proceeding before a single arbitrator.

It is expressly agreed that this Contract evidences a transaction in interstate commerce. This Arbitration Clause is governed by the FAA and not by any state arbitration law.



Buyer's Initials



Buyer's Initials



0146713507-1

SABRINA LACKEY (Buyer)/ _____ (Co-Signer) (both hereinafter referred to as "I"), are considering entering into a "Retail Installment Sales Contract" (hereinafter referred to as "Contract") with MAGIC CITY MOTORCARS INC (hereinafter referred to as "Car Dealership"). I have been given an opportunity to read both sides of the Contract, which has been completely filled in, and to ask all questions I may have concerning the terms and conditions of the Contract. I understand that this Contract contains the entire agreement between I and Car Dealership and that the Car Dealership will be assigning this Contract to Credit Acceptance Corporation ("Credit Acceptance"). I understand that any changes to this Contract must be in writing and signed by I and Credit Acceptance. Oral changes are not binding.

I understand that the price of vehicle is the price which is set forth in the Contract and that I personally negotiated this price with the Car Dealership. This "cash price" is the price that the Car Dealership would have charged had I purchased the vehicle with cash. I further represent that the Car Dealership did not quote me a lower cash price for the vehicle and that the Car Dealership did not increase the price of the vehicle because I was purchasing the vehicle on credit or because the Contract would be assigned to Credit Acceptance.

I understand that the Annual Percentage Rate ("APR") is the rate set forth in the Contract and means the cost of my credit as a yearly rate. I understand that the APR may be negotiable with the Car Dealership and represent I had the opportunity to negotiate the APR with the Car Dealership.

I understand that Credit Acceptance will hold a lien on the vehicle I am purchasing. I understand that Credit Acceptance will be servicing my account and that the assignment of the Contract to Credit Acceptance will not relieve me of any obligation under the Contract. Unless I entered into a contract with a third party vendor to remit my payments under Contract to Credit Acceptance on my behalf, I understand that Credit Acceptance will be sending me a payment book or statement that will be used by me to make my payments under the Contract to Credit Acceptance.

I understand that Credit Acceptance and the Car Dealership have an agreement that provides that Credit Acceptance will pay the Car Dealership a portion of the amount I actually owe under the Contract and that this amount is sometimes referred to as a "discount". I understand that the Car Dealership that sold me the vehicle may retain an interest in the payments I make to Credit Acceptance and after the amounts initially paid to the Car Dealership by Credit Acceptance are recovered by Credit Acceptance, the Car Dealership may begin to receive part of the money I pay on the Contract.

I understand that the Car Dealership's agreement with Credit Acceptance does not in any way affect the amount of my obligation under the Contract as I purchased the subject vehicle on terms acceptable to me with full and complete knowledge that Credit Acceptance will advance to the Car Dealership only a portion of the amount I have actually agreed to pay and that Credit Acceptance will retain the "discount".

If the purchase price of the vehicle includes ancillary products, such as a service contract; extended warranty; GAP product; dealer-installed accessories added as part of the purchase transaction; and/or other related goods and services, I understand that I am not required to purchase these goods and services in order to buy the car on credit and that these goods and services were sold to me at the fair market retail value and have not in any way been overstated or inflated and that these goods and services were sold to me at the same price as they would have been sold by the Car Dealership in a cash transaction. I understand that the Car Dealership, Credit Acceptance or a subsidiary of Credit Acceptance may receive a portion of the proceeds of the sale of these ancillary products as a commission, administrative fee reimbursement, earned premium or fee.

I further acknowledge that if I enrolled in an electronic payment program where my payments are to be automatically withdrawn from my bank account, that this program is optional and is not required in order to finance the purchase of the vehicle.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT.

BUYER: *Sabrina Lackey*
Signed By: Jun 05, 2023 4:50:49 PM EDT

CO-SIGNER: _____
 SIGNATURE

DATED: 06/05/2023
 SIGNATURE

DATED: _____

CAR DEALERSHIP CERTIFICATION: Car Dealership hereby represents to Credit Acceptance that it has explained the information in this document to the Buyer and Co-Signer and that it has no knowledge, information or belief that would cause the Car Dealership to believe that any of the representations of Buyer set forth herein are inaccurate or incomplete in any respect.

CAR DEALERSHIP: MAGIC CITY MOTORCARS INC

BY: *Kathleen M Koehler*
Signed By: Jun 05, 2023 4:40:29 PM EDT

ITS: AGENT

DATED: 06/05/2023



CONSENT AND AUTHORIZATION FORM

In connection with my credit application submitted to Credit Acceptance Corporation, a Michigan corporation, and/or any of its affiliates, subsidiaries or divisions ("Credit Acceptance") or in connection with my retail installment contract assigned to Credit Acceptance, the undersigned (hereinafter referred to as "I") hereby consents and authorizes any person, entity, current employer, prior employer, and all others to release and/or disclose to Credit Acceptance any and all personal information, nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Act, Title V, and applicable regulations thereto ("GLB Act"), employment information and/or credit information (hereinafter referred to as "Information") concerning the undersigned.

I hereby release any such person, entity, current employer, prior employer, and all others from any and all liability that may result in furnishing the Information. I also release Credit Acceptance and any person, entity, current employer, prior employer, and all others from any obligation to provide the undersigned with written notification of such release and/or disclosure of such Information.

I also consent to and authorize Credit Acceptance's use of original or copies of this executed form as valid consent and authorization.

COPY OF ELECTRONIC ORIGINAL

I FURTHER AUTHORIZE, INSTRUCT AND GRANT PERMISSION TO CREDIT ACCEPTANCE CORPORATION TO SHARE WITH THE SELLING DEALER AT ANY TIME MY PAYMENT PERFORMANCE UNDER THE ASSIGNED RETAIL INSTALLMENT CONTRACT, INCLUDING, THE TRANSACTION HISTORY.

My signature below certifies that I have read, that I understand, and that I have voluntarily executed this form.

Signature: eSigned By: *Sabrina Lackey* Jun 05, 2023 4:50:59 PM EDT

Print/Type Name: SABRINA LACKEY

Social Security No: XXX-XX-8427

Date of Birth: [REDACTED]

25505 West Twelve Mile Road
Southfield MI 48034
www.creditacceptance.com
(248) 353-2700

REDACTED

CREDIT ACCEPTANCE CORPORATION
25505 WEST TWELVE MILE ROAD
P.O. BOX 5176
SOUTHFIELD, MICHIGAN 48034

DATE: May 5, 2025

SABRINA LACKEY
214 Fairlawn Avenue Ext Apt 214
Rittman, OH 44270-1167

VEHICLE: 2014 Toyota Corolla
VIN: 2T1BURHE7EC172282
ACCOUNT: [REDACTED]
SUBJECT: Security Agreement Dated 06/05/2023

NOTICE OF REPOSSESSION. Credit Acceptance Corporation repossessed the above-referenced vehicle because you are in default of our security agreement. You are in default because you failed to make a required payment.

NOTICE OF RIGHT TO CURE DEFAULT. You may cure your default within 20 days after the vehicle was repossessed, or within 15 days after this notice was sent, whichever is later. To cure your default, you must deliver all of the following to Credit Acceptance Corporation: (A) All installments due or past due at the time of such delivery; (B) Any unpaid delinquency or deferred charges; (C) The actual and reasonable expenses we incurred in retaking possession of the vehicle provided that any portion of such expenses which exceeds zero dollars need not be delivered, but shall be added to the time balance; (D) A deposit by cash or bond in the amount of two installments, to secure your timely payment of future installments. We may apply such cash or the proceeds of such bond toward the satisfaction of the debt in the event of another default.

As of the date of this notice, the amount you are required to pay to cure your default is:

Installments past due:	*\$ 2784.77
Unpaid delinquency or deferred charges:	\$ 243.54
Repossession expenses:	**\$ 0.00
Cash deposit or bond:	\$ 0.00

Amount Currently Due:	\$ 3028.31
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*If your next regularly scheduled payment of \$442.99 comes due before you pay the Amount Currently Due described above, you must also pay the regularly scheduled payment amount to cure your default.

**The actual repossession expenses were \$400.00. The amount in excess of \$0.00 will be added to your time balance.

ADDITIONAL INFORMATION. Additional information may be obtained from Credit Acceptance Corporation, 25505 West Twelve Mile Road, Suite 3000, Southfield, Michigan, 48034. Our toll-free telephone number is 1-800-716-7376.

REDACTED

CREDIT ACCEPTANCE CORPORATION
25505 WEST TWELVE MILE ROAD
P.O. BOX 5176
SOUTHFIELD, MICHIGAN 48034

DATE: December 10, 2025

SABRINA LACKEY
214 Fairlawn Avenue Ext Apt 214
Rittman, OH 44270-1167

VEHICLE: 2014 Toyota Corolla
VIN: 2T1BURHE7EC172282
ACCOUNT: [REDACTED]
SUBJECT: Security Agreement Dated 06/05/2023

NOTICE OF REPOSSESSION. Credit Acceptance Corporation repossessed the above-referenced vehicle because you are in default of our security agreement. You are in default because you failed to make a required payment.

NOTICE OF RIGHT TO CURE DEFAULT. You may cure your default within 20 days after the vehicle was repossessed, or within 15 days after this notice was sent, whichever is later. To cure your default, you must deliver all of the following to Credit Acceptance Corporation: (A) All installments due or past due at the time of such delivery; (B) Any unpaid delinquency or deferred charges; (C) The actual and reasonable expenses we incurred in retaking possession of the vehicle provided that any portion of such expenses which exceeds zero dollars need not be delivered, but shall be added to the time balance; (D) A deposit by cash or bond in the amount of two installments, to secure your timely payment of future installments. We may apply such cash or the proceeds of such bond toward the satisfaction of the debt in the event of another default.

As of the date of this notice, the amount you are required to pay to cure your default is:

Installments past due:	*\$ 5610.70
Unpaid delinquency or deferred charges:	\$ 376.38
Repossession expenses:	**\$ 0.00
Cash deposit or bond:	\$ 0.00

Amount Currently Due:	\$ 5987.08
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*If your next regularly scheduled payment of \$442.99 comes due before you pay the Amount Currently Due described above, you must also pay the regularly scheduled payment amount to cure your default.

**The actual repossession expenses were \$400.00. The amount in excess of \$0.00 will be added to your time balance.

ADDITIONAL INFORMATION. Additional information may be obtained from Credit Acceptance Corporation, 25505 West Twelve Mile Road, Suite 3000, Southfield, Michigan, 48034. Our toll-free telephone number is 1-800-716-7376.

TO:	SABRINA LACKEY 214 Fairlawn Avenue Ext Apt 214 Rittman, OH 44270-1167	DATE:	01/05/2026
		ACCOUNT:	██████████
		VEHICLE:	2014 Toyota Corolla
		VIN #:	2T1BURHE7EC172282

SUBJECT: Security Agreement Dated June 05, 2023

NOTICE OF OUR PLAN TO SELL PROPERTY

We have your vehicle described above because you broke promises in our agreement. We will sell the vehicle at public sale. A sale could include a lease or license. The sale will be held as follows:

Day:	Tuesday
Date:	January 20, 2026
Time:	9:00 a.m. local time
Place:	AKRON AUTO AUCTION INC 2471 LEY DR ATTN: A/R AKRON, OH 44319

You may attend the sale and bring bidders if you want.

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. To learn the exact amount you must pay, call us at (800) 716-7376.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at (800) 716-7376 or write us at Credit Acceptance Corporation, 25505 West Twelve Mile Road, Attention Redemption Department, Southfield, Michigan 48034 and request a written explanation.

If you need more information about the sale, call us at (800) 716-7376 or write us at Credit Acceptance Corporation, 25505 West Twelve Mile Road, Attention Redemption Department, Southfield, Michigan 48034.

We are sending this notice to the following other people who have an interest in the vehicle described above, or who owe money under your agreement:

ADDITIONAL INFORMATION

The minimum bid price will be \$331.60.



If you request a written explanation of how we have figured the amount that you owe us we will not charge you for that request.

TO:	SABRINA LACKEY 214 Fairlawn Avenue Ext Apt 214 Rittman, OH 44270-1167	DATE:	01/21/2026
		ACCOUNT:	██████████
		VEHICLE:	2014 Toyota Corolla
		VIN #:	2T1BURHE7EC172282

SUBJECT: Security Agreement Dated June 05, 2023

NOTICE OF OUR PLAN TO SELL PROPERTY

We have your vehicle described above because you broke promises in our agreement. We will sell the vehicle at public sale. A sale could include a lease or license. The sale will be held as follows:

Day:	Tuesday
Date:	February 10, 2026
Time:	9:00 a.m. local time
Place:	AKRON AUTO AUCTION INC 2471 LEY DR ATTN: A/R AKRON, OH 44319

You may attend the sale and bring bidders if you want.

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. To learn the exact amount you must pay, call us at (800) 716-7376.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at (800) 716-7376 or write us at Credit Acceptance Corporation, 25505 West Twelve Mile Road, Attention Redemption Department, Southfield, Michigan 48034 and request a written explanation.

If you need more information about the sale, call us at (800) 716-7376 or write us at Credit Acceptance Corporation, 25505 West Twelve Mile Road, Attention Redemption Department, Southfield, Michigan 48034.

We are sending this notice to the following other people who have an interest in the vehicle described above, or who owe money under your agreement:

ADDITIONAL INFORMATION

The minimum bid price will be \$338.84.



If you request a written explanation of how we have figured the amount that you owe us we will not charge you for that request.

TO:	SABRINA LACKEY 214 Fairlawn Avenue Ext Apt 214 Rittman, OH 44270-1167	DATE:	02/23/2026
		ACCOUNT:	██████████
		VEHICLE:	2014 Toyota Corolla
		VIN #:	2T1BURHE7EC172282

SUBJECT: Security Agreement Dated June 05, 2023

NOTICE OF DISPOSITION OF REPOSSESSED VEHICLE. Credit Acceptance Corporation disposed of the above-referenced vehicle on February 10, 2026 at the following location:

AKRON AUTO AUCTION INC
2471 LEY DR
ATTN: A/R
AKRON, OH 44319

NOTICE OF DEFICIENCY. After applying the proceeds from the disposition of the repossessed vehicle to your payment obligation, a deficiency in the amount of \$10,101.59 remains. Unless applicable law provides that you are not liable for the deficiency amount, you are obligated to pay the deficiency amount, to Credit Acceptance Corporation. Please call the toll-free number above to make appropriate arrangements.

EXPLANATION OF DEFICIENCY. The amount of the deficiency was calculated as follows:

1. As of December 9, 2025, the total amount of your obligation was \$12,863.83.
2. The amount of proceeds received from the disposition of the vehicle was \$3,300.00.
3. The total amount of your obligation after deducting the amount of proceeds received from the disposition of the vehicle is \$9,563.83.
4. The total amount of expenses incurred in retaking possession, holding, preparing for disposition, processing, and disposing of the vehicle is \$653.00.
5. The total amount of credits to your account, which includes any payments received since the date in Item 1 above and other credits to which you are known to be entitled, including rebates of interest (or credit service charges) or ancillary product premiums (such as a service contract or GAP) is \$115.24.
6. The amount of the deficiency is \$10,101.59

Future debits, credits, charges, including additional credit service charges or interest, rebates, and expenses may affect the amount of the deficiency.

ADDITIONAL INFORMATION. Additional information concerning this transaction is available from Credit Acceptance Corporation at (800) 716-7376.





PO Box 513
Southfield MI 48037-0513
ADDRESS SERVICE REQUESTED



25505 West Twelve Mile Rd.
Southfield, Michigan 48034-8239
REDACTED
(800) 235-7682



Sabrina Lackey
214 Fairlawn Avenue Ext Apt 214
Rittman OH 44270-1167

000001

Re: Account No. [REDACTED]

ACCOUNT NOTICE

PAYOFF BALANCE AS OF
March 3, 2026
\$10,101.59

Dear Sabrina Lackey:

Although the above referenced account is delinquent, you are eligible to settle your account for at least **80% off** the payoff balance if you meet **either** of the following requirements:

- Credit Acceptance has taken possession of your vehicle, sold the vehicle, and after applying sale proceeds to the account, a deficiency balance remains; **OR**.
- Credit Acceptance has received insurance proceeds for a total loss insurance claim, but there remains an outstanding balance on your account.

IF you meet the above criteria to settle your account, **we will close your account if you pay \$2,020.32 within 90 days of the date of this letter.** Upon closure of the account, no further payments will be owed.

If Credit Acceptance has **not** taken possession of your vehicle and sold the vehicle, you **MAY** still be eligible to settle the account. Please contact us at the following toll-free number to discuss eligibility and how to take advantage of this offer: 1-800-235-7682 anytime between 8 A.M. and 7 P.M. ET Monday thru Friday

For Those Eligible for the Settlement:

- If Credit Acceptance is still reporting your account to the credit bureaus, we will report the account to the credit bureaus as "paid in full for less than full balance" after receipt of the required funds to settle the account.
- Any payments received from insurance or your GAP policy after the date of this letter will reduce your payoff balance but will not be directly counted towards the settlement amount listed above.

Sincerely

Credit Acceptance



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-8427
Birth Date:
Last Name: LACKEY
First Name: SABRINA
Middle Name:
Status As Of: Sep-24-2026
Certificate ID: 54C7S8B1YTBKS47

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, Space Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.