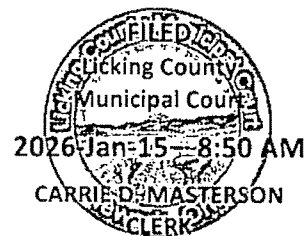


Licking County Municipal Court
40 West Main Street
Newark, Ohio 43055
740 670-7811/740-670-7815
740-345-4250-FAX
www.lcmunicipalcourt.com



PLAINTIFF (S):

CASE NUMBER 26CVF00139

MARINER FINANCE LLC
DATE: 1/15/2026 8:50:37 AM

SUMMONS IN CIVIL ACTION

TO THE FOLLOWING NAMED DEFENDANTS:

MARK A. EVANS
91 OLDE NORTH CHURCH ROAD
ETNA, OH 43147

You have been named defendant(s) in a complaint filed in the Licking Co. Municipal Court by the plaintiff(s) set forth below. Copy of the complaint is attached hereto.

You are hereby summoned and required to serve upon the Plaintiff(s) Attorney, or upon the Plaintiff(s) if he has no Attorney of record, a copy of an answer to the complaint within twenty-eight (28) days after service of this summons on you, exclusive the day of service. Your answer must be filed with the court within three (3) days after the service of a copy of the answer on the plaintiff's attorney or on the plaintiff's, if he has no attorney of record.

If you fail to appear and defend, judgment by default will be rendered against you for the relief demanded in the complaint.

PLAINTIFF(S)

ADDRESS

MARINER FINANCE LLC

7673 FARMSBURY DR REYNOLDSBURG, OH 43068

PLAINTIFF(S) ATTORNEY ADDRESS

GREGORY WOOLDRIDGE

600 SOUTH PEARL STREET COLUMBUS, OH 43206

CARRIE D. MASTERSON, CLERK
LICKING COUNTY MUNICIPAL COURT

SERVICE & RETURN \$ _____

BY *C. Masterson*
DEPUTY CLERK

FILED
LICKING COUNTY
MUNICIPAL COURT

IN THE LICKING COUNTY MUNICIPAL COURT, NEWARK, OHIO

INSTRUCTIONS FOR SERVICE

2026 JAN 14 AM 9:59

CARRIE D. MASTERSON
CLERK

Mariner Finance, LLC, :
 :
 Plaintiff, :
 :
 vs. :
 :
 Mark A. Evans :
 :
 :
 Defendant. :

Case No. 26CVF00139

TO THE CLERK OF COURTS, YOU ARE INSTRUCTED TO MAKE:

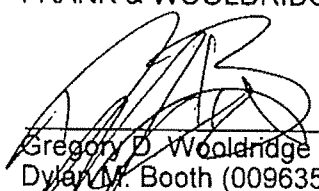
PERSONAL SERVICE

OF THE FOLLOWING DOCUMENTS: Summons and Complaint

UPON:

Mark A. Evans
91 Olde North Church Road
Etna, OH 43147

FRANK & WOOLDRIDGE CO., L.P.A.



Gregory D. Wooldridge (0040964)
Dylan M. Booth (0096353)
Affred J. Dawes III (0101184)
600 South Pearl Street
Columbus, Ohio 43206
Telephone: (614) 221-1662
Fax: (614) 221-5696
fwcolumbus@fwcolumbus.com
Attorneys for Plaintiff

FILED
LICKING COUNTY
MUNICIPAL COURT

2026 JAN 14 AM 9:59

CARRIE D. NASTERSON
CLERK

IN THE LICKING COUNTY MUNICIPAL COURT, NEWARK, OHIO

Mariner Finance, LLC
7673 Farmsbury Dr.
Reynoldsburg, OH 43068,

Plaintiff,

vs.

Mark A. Evans
91 Olde North Church Road
Etna, OH 43147,

Defendant.

Case No.

26CVF00139

COMPLAINT

1. The Court has jurisdiction over the subject matter and parties to this proceeding and venue is proper pursuant to Civ.R. 3(C).


2. Defendant, on or about August 4, 2023, executed and delivered to Plaintiff a Loan Agreement (hereinafter "Agreement"), a copy of which is attached hereto as Exhibit A.

3. Defendant has failed to pay the installments of principal and interest pursuant to the terms and conditions of said Agreement and is in default thereof. Plaintiff is the holder of said Agreement and is in possession thereof, and, pursuant to the terms thereof, does hereby elect to declare all of the indebtedness on the Agreement to be immediately due and payable.

4. Defendant owes to Plaintiff the principal balance of \$1,573.05, plus late charges in the amount of \$15.00, plus interest on the principal balance after November 11, 2025 at the rate of 23.8000 percent per annum. A transaction history with respect to the Note is attached as Exhibit B.

WHEREFORE, Plaintiff demands judgment against Defendant for the principal balance of \$1,573.05, plus late charges in the amount of \$15.00, plus interest on the principal balance after November 11, 2025 at the rate of 23.8000 percent per annum, and costs.

FRANK & WOOLDRIDGE CO., L.P.A.



Gregory D. Wooldridge (0040964)
Dylan M. Booth (0096353)
Alfred J. Dawes III (0101184)
600 South Pearl Street
Columbus, Ohio 43206
Telephone: (614) 221-1662
Fax: (614) 221-5696
fwcolumbus@fwcolumbus.com
Attorney for Plaintiff

THIS IS A LOAN. READ THE ENCLOSED DISCLOSURES BEFORE SIGNING THIS AGREEMENT.



Fast, flexible, and ready to listen.

BANK OF AMERICA 3508

Check No. 7-163
Date: 07/31/2023
520

\$2,539.00

Pay TWO THOUSAND FIVE HUNDRED THIRTY NINE AND 00/100

Check valid for 30 days from the above date. Payee's endorsement and two forms of ID required.

TO THE ORDER OF
MARK A. EVANS
91 OLDE NORTH CHURCH RD
ETNA, OH 43147-9305

Mark A. Evans
Authorized Signature

⑆0 239 14 56 50⑆ ⑆05200 1633⑆

EXHIBIT A

Amount Financed.....\$2,539.00
FINANCE CHARGE.....\$1,356.00
Total of Payments.....\$3,895.00
ANNUAL PERCENTAGE RATE.....26.66%
Annual Simple Interest Rate.....23.80%

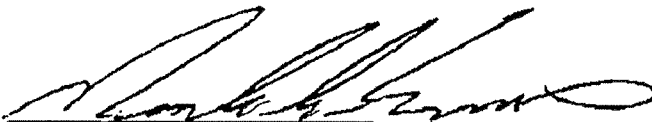
In consideration of this loan, you (jointly and severally if more than 1 borrower endorses below) promise to pay to Mariner Finance, LLC (we) the Total of Payments stated above, which includes interest computed in advance on the Amount Financed plus the Prepaid Finance Charge (\$100.00 Loan Orig. Charge - \$10.00 Credit Invest. Fee), in 41 monthly payments of \$95.00 each, beginning one month after the date our bank pays this Check and then on the same date of each following month until paid. You agree to pay a late charge of the greater of 5% of the amount of the scheduled payment or \$15, if any payment is not received by us within 10 days after its due date, and all other charges in the Agreement.

Payable only to person whose name and address appears on Check. Check not transferable. Check void 30 days from date.

NOTICE TO BORROWER(S): BY SIGNING AND OR DEPOSITING OR CASHING THIS CHECK YOU AGREE TO REPAY MONIES AS STATED. DO NOT SIGN THIS BEFORE YOU READ IT, THE AGREEMENT, AND THE ARBITRATION AGREEMENT OR IF ANY DOCUMENT CONTAINS ANY BLANK SPACES.

PAYEE'S ENDORSEMENT REQUIRED

By endorsing below and or by depositing or cashing this Check, you agree to the terms of this Check and the Loan Agreement (*Agreement*) contained in our form #OH2539 (incorporated herein by reference), and you agree to an Arbitration Agreement contained in our form #ARB405 and acknowledge receipt of completely filled in copies of the Agreement, the Arbitration Agreement and this Check and you authorize us to order credit reports on you from time to time.


Borrower's Signature

Home Phone # _____

Work Phone # _____

Cell Phone # _____

Date 8/4/23

Email Address _____

By providing your mobile phone number, you consent to receive informational text and voice messages to your mobile phone for transactional purposes.

**DIVULGACIÓN IMPORTANTE-ESTE ES UN PRÉSTAMO
SI USTED NO PUEDE LEER EN INGLÉS, NO COBRAR ESTE CHEQUE
LOAN AGREEMENT (Ohio)**

CREDITOR: MARINER FINANCE, LLC (we, us and ours)

This loan is made in reliance on Ohio Rev. Code §§1321.51-1321.60

When you sign and/or deposit or cash the attached check (Check), you are taking a loan that is governed by this agreement (Agreement). The borrower(s) are called you in this Agreement. The name and address of the principal borrower is shown on the reverse side. The following disclosures are required by law and are part of this Agreement:

ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate.)	26.66%
FINANCE CHARGE (The dollar amount the credit will cost you.)	\$1,356.00
Amount Financed (The amount of credit provided to you or on your behalf.)	\$2,539.00
Total of Payments (The amount you will have paid after you have made all payments as scheduled.)	\$3,895.00
Number of payments 41 Amount of Each Payment \$95.00 Due monthly, beginning one month after our bank pays the Check, and then on the same date of each following month.	
Prepayment: If you pay off early, you will not have to pay a penalty and you may be entitled to a refund of part of the finance charge. Late Charge: If a payment is not received within 10 days after its due date, you will pay a late charge of the greater of 5% of the amount of the scheduled payment or \$15.	
See below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.	

Itemization of Amount Financed: \$2,539.00 Amount given to you directly \$110.00 Prepaid Finance Charge (comprised of \$100.00 Loan Origination Charge and \$10.00 Credit Investigation Fee).

When you sign and/or deposit or cash the Check, you promise to pay us the Total of Payments stated above, which includes interest computed in advance on the Principal Amount (the Amount Financed plus the Prepaid Finance Charge) at the annual simple interest rate of 23.80% (the Interest Rate), in monthly payments as scheduled above. The Loan Date is the date our bank pays the Check. Your first payment is due one month after the Loan Date with all other payments due on the same date of each following month until all amounts are repaid.

You agree to pay a Loan Origination Charge and Credit Investigation Fee as stated above, which are deducted from the proceeds of the loan. These fees are earned when the loan is made and will not be refunded if the loan is prepaid.

All payments we receive will be applied first to late and other charges then to the unpaid Total of Payments. You will continue to pay interest at the Interest Rate on the unpaid Principal Amount after maturity (whether originally scheduled or accelerated) and after judgment until paid in full.

You may prepay this loan at any time. If you prepay in part, you must still make each later payment in the original amount as it becomes due. If you prepay in full, we will refund or credit unearned interest for all fully unexpired payment periods following prepayment. Unless prepayment is made on a scheduled payment due date, the nearest scheduled payment due date shall be used to compute the refund or credit. We will compute the refund or credit in accordance with Ohio law using the Rule of 78's.

You will pay us a bad check fee of \$20.00 plus any amount passed on from depository institutions, or any higher amount allowed by law at the time of dishonor, if you make any payment with a check that is returned or dishonored for any reason.

At our option, at your request or if a payment is late, you agree that we may grant deferrals of wholly unpaid monthly payments and you will pay us a deferral charge. A deferral postpones the scheduled due date of the earliest unpaid monthly payment and all later monthly payments for the deferral period, during which no monthly payment is scheduled to be paid. The deferral charge for one month is the amount of interest attributable to the monthly payment period

immediately following the due date of the last undeferred monthly payment period computed in accordance with the Rule of 78's if this loan is originally scheduled to be repaid in 61 months or less, and otherwise computed according to actuarial method. A proportionate deferral charge will be made for deferrals of more or less than one month. A deferral charge is earned pro rata during the deferral period and we will refund or credit the unearned portion if a loan is prepaid in full during a deferral period.

You will be in default if you do not pay on time. When you are in default, we may declare the unpaid Total of Payments, less a refund or credit of the unearned interest computed in the same way as if you had made payment in full in advance, due at once. We may sue you to collect what you owe us and we may exercise other legal remedies. You agree to pay our costs and disbursements in connection with any suit to collect this loan after you default, including reasonable attorney fees we incur as a result of the suit and to which we become entitled by law.

Ohio law and federal law govern this Agreement. If any part of this Agreement is unenforceable, this will not make any other part unenforceable. In no event will you be required to pay more interest or charges than permitted by law. Any security interest in your property that we have under any other agreement will not secure your loan.

You understand that this Agreement, the Check that is part of this Agreement and the Arbitration Agreement (Form #ARB405) that is enclosed contain your entire agreement with us and cannot be changed except in writing signed by us. You understand that by signing and/or depositing or cashing this Check, you agree to all of the terms in this Agreement, as well as to all of the terms of the Check and all of the terms of the Arbitration Agreement, and you authorize us to order credit reports on you from time to time.

The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil right commission administers compliance with this law.

Form #OH2539
3.27.23

YOUR COPY OF LOAN PROCEEDS CHECK (CHECK)

Payable only to person whose name and address appears on Check. Check not transferable. Check void 30 days from date.

NOTICE: BY SIGNING AND/OR DEPOSITING OR CASHING THIS CHECK, YOU AGREE TO REPAY MONIES AS STATED. DO NOT SIGN THIS BEFORE YOU READ IT, THE AGREEMENT AND THE ARBITRATION AGREEMENT OR IF ANY DOCUMENT CONTAINS ANY BLANK SPACES.

PAYEE'S ENDORSEMENT REQUIRED

By endorsing below and/or by depositing or cashing this Check, you agree to the terms of this Check and the Loan Agreement (Agreement) contained in our form #OH2539 (incorporated herein by reference), and you agree to an Arbitration Agreement contained in our form #ARB405 and acknowledge receipt of completely filled in copies of the Agreement, the Arbitration Agreement and this Check and you authorize us to order credit reports on you from time to time.

In consideration of this loan, you (jointly and severally if more than 1 borrower endorses below) promise to pay to Mariner Finance, LLC (we) the Total of Payments stated above, which includes interest computed in advance at the Interest Rate, in 41 monthly payments of \$95.00 each, beginning one month after the date our bank pays this Check and then on the same date of each following month until paid. You agree to pay a late charge of the greater of 5% of the amount of the scheduled payment or \$15, if any payment is not received by us within 10 days after its due date, and all other charges in this Agreement.

Amount Financed.....	\$2,539.00
FINANCE CHARGE.....	\$1,356.00
Total of Payments.....	\$3,895.00
ANNUAL PERCENTAGE RATE.....	26.66%
Annual Simple Interest Rate.....	23.80%

PRESCREEN & OPT-OUT NOTICE: This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive prescreened offers of credit from this and other companies, contact: Experian, P.O. Box 919, Allen, Texas 75013-0919; Equifax, P.O. Box 740123, Atlanta, Georgia 30374-0123; or TransUnion, P.O. Box 505, Woodlyn, Pennsylvania 19094-0505. Or, you may notify all three agencies by calling toll free 1-888-567-8688 or go to the website <http://www.optoutprescreen.com>.

By providing your mobile phone number, you consent to receive informational text and voice messages to your mobile phone for transactional purposes.

Borrower's Signature

Home Phone #

Work Phone #

Cell Phone #

Date

Email Address

Payable only to person whose name and address appears on Check. Check not transferable. Check void 30 days from date.

NOTICE TO BORROWERS: BY SIGNING AND/OR DEPOSITING OR CASHING THIS CHECK, YOU AGREE TO REPAY MONIES AS STATED. DO NOT SIGN THIS BEFORE YOU READ IT, THE AGREEMENT, AND THE ARBITRATION AGREEMENT OR IF ANY DOCUMENT CONTAINS ANY BLANK SPACES.

PAYEE'S ENDORSEMENT REQUIRED

By endorsing below and/or by depositing or cashing this Check, you agree to the terms of this Check and the Loan Agreement (Agreement) contained in our form #OH2539 (incorporated herein by reference), and you agree to an Arbitration Agreement contained in our form #ARB405 and acknowledge receipt of completely filled in copies of the Agreement, the Arbitration Agreement and this Check and you authorize us to order credit reports on you from time to time.

Amount Financed.....	\$2,539.00
FINANCE CHARGE.....	\$1,356.00
Total of Payments.....	\$3,895.00
ANNUAL PERCENTAGE RATE.....	26.66%
Annual Simple Interest Rate.....	23.80%

MARK A. EVANS
 91 OLDE N CHURCH RD
 ETNA OH 43147

Account Statement

EXHIBIT B Page 1
 Interest Rate 23.80000
 Regular Payment 95.00
 Due Date 09/04/2025

Date	Transaction	Monetary Field	Amount	Balance	Due Date
Start 08/07/2023					
Stop 11/11/2025					
08/07/2023	0022 LOAN FILE MAINT				
09/04/2023	0600 Mobile ACH Pmt	Customer Payment	95.00		09/04/2023
		Total In	95.00		
		Principal	-95.00	3,800.00	
		Total Out	95.00		
10/04/2023	0600 WWW Pmt By Check	Customer Payment	95.00		10/04/2023
		Total In	95.00		
		Principal	-95.00	3,705.00	
		Total Out	95.00		
11/04/2023	0600 WWW Pmt By Check	Customer Payment	95.00		11/04/2023
		Total In	95.00		
		Principal	-95.00	3,610.00	
		Total Out	95.00		
12/04/2023	0600 WWW Pmt By Check	Customer Payment	95.00		12/04/2023
		Total In	95.00		
		Principal	-95.00	3,515.00	
		Total Out	95.00		
01/04/2024	0600 WWW Pmt By Check	Customer Payment	95.00		01/04/2024
		Total In	95.00		
		Principal	-95.00	3,420.00	
		Total Out	95.00		
02/03/2024	0600 WWW Pmt By Check	Customer Payment	95.00		02/04/2024
		Total In	95.00		
		Principal	-95.00	3,325.00	
		Total Out	95.00		
03/04/2024	0600 WWW Pmt By Check	Customer Payment	95.00		03/04/2024
		Total In	95.00		
		Principal	-95.00	3,230.00	
		Total Out	95.00		
04/04/2024	0600 WWW Pmt By Check	Customer Payment	95.00		04/04/2024
		Total In	95.00		
		Principal	-95.00	3,135.00	
		Total Out	95.00		
05/04/2024	0600 Mobile ACH Pmt	Customer Payment	95.00		05/04/2024
		Total In	95.00		
		Principal	-95.00	3,040.00	
		Total Out	95.00		
06/04/2024	0600 WWW Pmt By Check	Customer Payment	95.00		06/04/2024
		Total In	95.00		
		Principal	-95.00	2,945.00	
		Total Out	95.00		
07/04/2024	0600 WWW Pmt By Check	Customer Payment	95.00		07/04/2024
		Total In	95.00		
		Principal	-95.00	2,850.00	
		Total Out	95.00		
08/04/2024	0600 WWW Pmt By Check	Customer Payment	95.00		08/04/2024
		Total In	95.00		
		Principal	-95.00	2,755.00	
		Total Out	95.00		
09/04/2024	0600 WWW Pmt By Check	Customer Payment	95.00		09/04/2024
		Total In	95.00		
		Principal	-95.00	2,660.00	
		Total Out	95.00		

MARK A. EVANS
 91 OLDE N CHURCH RD
 ETNA OH 43147

Account Statement

Interest Rate 23.80000
 Regular Payment 95.00
 Due Date 09/04/2025

Date	Transaction	Monetary Field	Amount	Balance	Due Date
Start 08/07/2023					
Stop 11/11/2025					
10/04/2024	0600 WWW Pmt By Check	Customer Payment	95.00		10/04/2024
		Total In	95.00		
		Principal	-95.00	2,565.00	
		Total Out	95.00		
11/04/2024	0600 WWW Pmt By Check	Customer Payment	95.00		11/04/2024
		Total In	95.00		
		Principal	-95.00	2,470.00	
		Total Out	95.00		
12/04/2024	0600 WWW Pmt By Check	Customer Payment	95.00		12/04/2024
		Total In	95.00		
		Principal	-95.00	2,375.00	
		Total Out	95.00		
01/04/2025	0600 1-Time Pmt by Ck	Customer Payment	95.00		01/04/2025
		Total In	95.00		
		Principal	-95.00	2,280.00	
		Total Out	95.00		
02/04/2025	0600 Mobile ACH Pmt	Customer Payment	95.00		02/04/2025
		Total In	95.00		
		Principal	-95.00	2,185.00	
		Total Out	95.00		
03/05/2025	0600 Mobile ACH Pmt	Customer Payment	95.00		03/04/2025
		Total In	95.00		
		Principal	-95.00	2,090.00	
		Total Out	95.00		
04/04/2025	0600 Mobile ACH Pmt	Customer Payment	95.00		04/04/2025
		Total In	95.00		
		Principal	-95.00	1,995.00	
		Total Out	95.00		
05/14/2025	0560 ASSESS LATE CHARGE	Late Charge	15.00		
05/30/2025	0570 WAIVE LATE CHARGE	Late Charge	-15.00		
06/14/2025	0560 ASSESS LATE CHARGE	Late Charge	15.00		
07/14/2025	0560 ASSESS LATE CHARGE	Late Charge	15.00		
07/16/2025	0600 Mobile ACH Pmt	Customer Payment	220.00		06/04/2025
		Total In	220.00		
		Principal	-190.00	1,805.00	
		Late Charge	-30.00		
		Total Out	220.00		
08/14/2025	0560 ASSESS LATE CHARGE	Late Charge	15.00		
09/14/2025	0560 ASSESS LATE CHARGE	Late Charge	15.00		
10/10/2025	0600 Mobile ACH Pmt	Customer Payment	110.00		08/04/2025
		Total In	110.00		
		Principal	-80.00	1,725.00	
		Late Charge	-30.00		
		Total Out	110.00		
10/14/2025	0560 ASSESS LATE CHARGE	Late Charge	15.00		
	ACCOUNT TOTALS	Principal	-2,170.00	1,725.00	
		Late Charge	15.00	15.00	

11/11/2025

IN DEFAULT

Loan Payoff Quoted For 11/11/2025

Reference Number: _
Loan Number:
Customer Name: EVANS M A
Property Address:
91 OLDE N CHURCH RD
ETNA OH 43147

Dealer Info: 1900 NONE
Interest Rate: 23.80000

Principal Balance	1,725.00
Late Charges	- 15.00
Sub Total \$	1,740.00

Credits:	
INTEREST REBATE	-151.95
Sub Total \$	151.95

Total Payoff Amount	\$	1,588.05	
		- 15.00	LATE CHARGES
		<u>1,573.05</u>	NEW BALANCE

This quote is valid through 11/11/2025. If the account is paid off on a day other than the payoff date the amount due may be adjusted. Please call for a final payoff quote. This loan must be kept current or late charges will be assessed. This payoff is subject to final audit.