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WWR #20637208

**STATE OF MICHIGAN
IN THE 6TH JUDICIAL CIRCUIT COURT**

PNC BANK, Successor to National City Bank,

2015-148227-CB
JUDGE JAMES ALEXANDER

Plaintiff,

vs.

Case No. 15- -CB

Nicoletti & Associates, PC and Paul Nicoletti,

Defendants.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: Daniel E. Best, (P-58501)

David A. Wolfe (P-60235)

Attorney for Plaintiff

2155 Butterfield Drive, Suite 200-S

Troy, MI 48084

(248) 362-6100

This case is subject to the Business Court
Standing Order on all Motions re: Discovery
found at www.oakgov.com/courts/businesscourt

COMPLAINT – COUNT I

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

NOW Comes the Plaintiff, PNC BANK, Successor to National City Bank, by its attorneys, Weltman, Weinberg & Reis., L.P.A. who for its Complaint state as follows:

1. That Defendant, Nicoletti & Associates, PC, is the holder of a credit card issued by Plaintiff pursuant to the terms and conditions for said credit card. See Small Business Credit Application and statement attached hereto as **Exhibits 1 and 2**, respectively.
2. That Plaintiff, upon Defendant, Nicoletti & Associates, PC's, promise to pay, advanced monies on Defendant's behalf and on credit line.
3. That there is now due and owing to Plaintiff, by Defendant, Nicoletti & Associates, PC,

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the principal amount of \$34,464.61 on said account.

4. That Defendant, Nicoletti & Associates, PC's, account has accrued interest in the amount of \$1,332.88 through July 17, 2015.

5. That further, Defendant, Nicoletti & Associates, PC's, account has accumulated fees in the amount of \$131.55.

6. That although often requested to do so, the Defendant, Nicoletti & Associates, PC, has failed, refused or neglected to remit said sums to Plaintiff.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter a Judgment in favor of Plaintiff and against Defendant, Nicoletti & Associates, PC, in Count I of this Complaint in the amount of \$35,929.04.

COMPLAINT – COUNT II

7. Plaintiff hereby incorporates paragraphs 1 through 6 of this Complaint as though fully rewritten herein.

8. That the performance of the credit line was guaranteed by the Defendant, Paul Nicoletti, pursuant to the terms of the guarantee agreement included in the credit line agreement.

9. That Plaintiff, upon Defendant, Paul Nicoletti's, promise to pay, advanced monies on Defendant's behalf and on open account.

10. That there is now due and owing to Plaintiff, by Defendant, Paul Nicoletti, the principal amount of \$34,464.61 on said account.

11. That Defendant, Paul Nicoletti's account has accrued interest in the amount of \$1,332.88 through July 17, 2015.

12. That further, Defendant, Paul Nicoletti's account has accumulated fees in the amount of \$131.55.

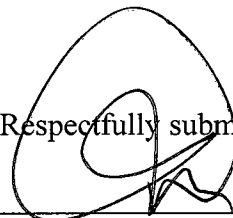
13. That although often requested to do so, the Defendant, Paul Nicoletti, has failed, refused or neglected to remit said sums to Plaintiff.

WHEREFORE, Plaintiff requests that this Honorable Court enter a Judgment in favor of Plaintiff and against Defendant, Paul Nicoletti, in Count II of this Complaint in the amount of \$35,929.04.

Dated: _____

7/21/15

Respectfully submitted,



Weltman, Weinberg & Reis Co., L.P.A.
By: Daniel E. Best, (P-58501)
David A. Wolfe (P-60235)
Attorney for Plaintiff
2155 Butterfield Dr., Ste. 200-S
Troy, MI 48084
(248) 362- 6100

IMPORTANT INFORMATION: If you are applying for individual credit, complete sections 1, 2 and 3 below. Persons applying for joint credit (including a joint account or an account that you and another person will use) should complete one application, including the information requested in sections 1, 2 and 3 below. Provide information about each joint applicant or user in section 3. If you are applying to guarantee the obligations of a business, complete sections 1, 2 and 3 providing information about yourself. Persons providing information who are not applicants, guarantors or Company Authorized Signers should not sign this application.

4857058322128541

SECTION 1 - Credit Request Information

SMALL BUSINESS PREMIUM CREDIT LINE (SBPCL)
Amount Requested \$ 50,000
Automatic Payments from National City business checking account # 984007378
SMALL BUSINESS EQUITY LINE OF CREDIT
SMALL BUSINESS LINE OF CREDIT
ACH PROCESSING
TERM LOAN
COMMERCIAL REAL ESTATE LOAN
LETTER OF CREDIT
Amount Requested \$ 8558
Amount Requested \$ 344525

Complete the following for all products.

Use of funds? Working Capital
Agricultural Purpose Yes No
What is your collateral? (Not required for SBPCL)
Estimated collateral value? \$
Loans against collateral?

SECTION 2 - Company/Sole Proprietor Information

Company Legal Name Nicoletti & Associates PC
Telephone (248) 203-7804
Fax 248 203 2968
E-Mail Address paul@nicoletti-associates.com
Street Address (No P.O. Boxes) 39520 Woodward Ave Ste 200
City Bloomfield Hills
State MI
ZIP 48304
Billing Address (if different)
Federal Tax ID# (REQUIRED) 38-3357966
Gross Annual Sales/Revenue (REQUIRED) \$
Description of Business (REQUIRED) Legal Services
Years in Business 19
Years as Owner 19
Business Structure: Sole Proprietorship
State of Organization Filing Michigan
State Org. ID Number 467983
Facilities are Owned Leased
Facilities Monthly Payment \$ 2200

SECTION 3 - Company Owners 20% or More and Other Guarantors (Use Additional Applications if Needed)

Provide personal financial information in this section if not submitting a Personal Financial Statement.

1 Name Paul Nicolette
Title President
% of Business Owned 100
Home Telephone
Social Security #
Date of Birth
Home Address (if mailing address is different please use separate sheet) 3861 Estate CT
City Troy
State MI
ZIP 48084
U.S. Citizen Yes
Total Annual Income
Total Personal Assets
Cash and Investments
Total Personal Liabilities
If Homeowner Market Value
Total Mortgage Balance
Mortgage/Rent Payment
2 Name
Title
% of Business Owned
Home Telephone
Social Security #
Date of Birth
Home Address (if mailing address is different please use separate sheet)
City
State
ZIP
U.S. Citizen
Total Annual Income
Total Personal Assets
Cash and Investments
Total Personal Liabilities
If Homeowner Market Value
Total Mortgage Balance
Mortgage/Rent Payment

Outstanding Business Loans, Including Those With National City (Use Additional Sheets if Needed)

Table with columns: Lender, Type of Loan, Current Balance, Monthly Payment, Secured By

Other Information

Any unsettled lawsuits, judgments, or disputes?
Bankruptcy ever filed by business?
Any outstanding tax obligations?

SECTION 4 - Company and Guarantor Signatures - (Sign Both Places Below)

We/I certify that we/I have read and agree with the applicable terms and conditions on page 2.

Company Authorized Signature
Title President
Date 2/1/06
Guarantor / Owner / Individual Signature

PLEASE COMPLETE PAGE 2 OF APPLICATION

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SECTION 5 - Resolution/Authorization - Applicable only to Small Business Premium Credit Line

FOR CORPORATIONS AND UNINCORPORATED ASSOCIATIONS: I hereby certify that I am the _____ of the Company and that the following is a copy of a resolution adopted by the governing body at a meeting duly called and held at which a quorum was present and acting throughout or by other means authorized by law.

RESOLVED, that any one (1) officer of this entity is authorized and directed to sign and submit a Small Business Credit Application ("Application") to Bank (as defined therein) and any other documents required by Bank in connection with the Application, and to agree to be bound by all applicable Agreements (as defined therein), which Agreements contain the terms and conditions regarding the issuance of lines of credit to this entity and/or credit cards to employees, officers, directors, and associates of this entity and that any other writings executed in connection with the Application or any Agreement are hereby ratified, confirmed and approved.

Dated this 1st day of Feb 2008

Secretary/Assistant Secretary _____ Attest _____

FOR PARTNERSHIPS AND LIMITED LIABILITY COMPANIES: All partners/members/managers of the Company a partnership/limited liability company, hereby authorize and direct any one (1) partner/member/manager to sign and submit a Small Business Credit Application ("Application") to Bank (as defined therein) and any other documents required by Bank in connection with the Application, and to agree to be bound by all applicable Agreements (as defined therein), which Agreements contain the terms and conditions regarding the issuance of lines of credit to this entity and/or credit cards to partners/members/managers, employees and associates of this entity and that any other writings executed in connection with the Application or any Agreement are hereby ratified, confirmed and approved.

Dated this _____ day of _____

Partner/Member/Manager _____ Partner/Member/Manager _____

Partner/Member/Manager _____ Partner/Member/Manager _____

SECTION 6 - Provisions Applicable to Company and Guarantors

The Company and individuals named on page 1 (individually and collectively "Obligors") represent that all information in this application is accurate and complete, each is competent to enter into contracts, and no bankruptcy proceedings involving any of the Obligors are in process or anticipated. The National City Corporation affiliate ("Bank") identified in the Agreement (as defined below) and/or other loan documents, as applicable, is not obligated to grant the Obligors credit, or may offer a lower amount, and Bank may retain this application whether or not credit is granted. The Obligors authorize Bank to obtain information from others concerning the Obligors' respective credit standings and other relevant information impacting this application and, if credit is granted, from time to time throughout the term of the indebtedness, including obtaining the Obligors' personal credit reports and file copies of financial statements from any accountant or accounting firm. Upon Obligor's request, Obligor will be informed of the name and address of the consumer reporting agency that furnished the report. In addition to the information requested on this application, Bank may subsequently request additional information from the Obligors. All appropriate corporate or other similar actions needed to authorize the indebtedness incurred hereunder have been accomplished. If any person named on page 1 of this application as an Obligor has not signed above, the first Obligor signing above represents that s/he has permission from all non-signing Obligors to apply for credit on behalf of the non-signing Obligors, including, but not limited to, providing information about the non-signing Obligors. If Company is a proprietorship, owner certifies that the Company name is a trade name used in the conduct of an unincorporated business owned entirely by the owner. The Obligors further agree that any facsimile transmission may be treated as an original and such facsimile or any reproduction hereof shall be admissible into evidence as the original itself in any judicial or administrative proceeding, whether or not the original is still in existence. The Obligors certify that they do not live in, and this application is not being executed in, California, Maine, Rhode Island, Vermont or Wisconsin (agricultural requests only). **IMPORTANT INFORMATION** Except as otherwise prohibited by law, Obligors agree and consent that the affiliates in National City Corporation (collectively "National City") may share with each other all information about Obligors that National City has or may obtain for the purposes, among other things, of evaluating credit applications or offering Obligors products or services that National City believes may be of interest to Obligors. Under the Fair Credit Reporting Act there is certain credit information that cannot be shared about an Obligor (unless Obligor is a business) if that Obligor tells National City by writing to National City Attention: Office of Consumer Privacy P.O. Box 4068, Kalamazoo, MI 49009 Please provide Obligor's name, address, social security number and account number(s).

If you sign this application in Ohio: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

If a Small Business Premium Credit Line is issued to Company, whether issued to Company individually or jointly with any other applicant: Company agrees to be bound by all terms, provisions, and conditions contained in Bank's Small Business Premium Credit Line Agreement ("Agreement"), as amended from time to time. The Agreement will contain, among other things, the interest rate and repayment terms. Bank will send an Agreement to Company with Company's card(s). If completed, Company authorizes Bank to debit the Company's National City business checking account number in Section 1 each month for the amount of the Minimum Payment as defined in the Agreement. The interest rate in effect on the Account may be increased at the discretion of the Bank if the automatic deduction of payments from a National City business checking account is not established or is discontinued. If we elect to include the Obligors in our SBA (U.S Small Business Administration) Loan Program, we may submit an SBA loan application on your behalf using the information contained in the application and other information as authorized by this Agreement. For SBA Express Lines. The maturity date of the line of credit shall be five (5) years from the date of the SBA approval.

Important Information About Procedures for Opening A New Account. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask your name, address, date of birth, business documents, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Company Agreement - Applicable only to Small Business Premium Credit Line

The Company promises to pay to the order of Bank or any subsequent holder in accordance with the Agreement, at the address listed on the monthly billing statement, the amount advanced pursuant to this application and the Agreement, including all principal, interest, fees and other charges outstanding. All terms and conditions contained in this application and the Agreement are incorporated herein by reference.

Personal Guaranties - Applicable only to Small Business Premium Credit Line

For value received and intending to be legally bound, each of the owners named on page 1 ("Guarantor") jointly and severally guarantees the prompt payment of the indebtedness evidenced by and arising under this application and the Agreement when each payment becomes due, and approves all the provisions of this application and the Agreement. Guarantor's liability under this guaranty shall remain in effect until the indebtedness evidenced by this application and the Agreement is fully paid or until Bank gives Guarantor a written release. Guarantor agrees that: (1) Guarantor's liability shall remain in effect even if Bank agrees to changes in basic terms of the application and the Agreement without Guarantor's consent, such as (a) renewals or extensions of time, (b) releases of security or other obligations other than Guarantor, or (c) changes in the rate or method of computing interest; and (2) Bank need give Guarantor no notice of default, no notice of any change in basic terms of the application and the Agreement and the Agreement nor any other notice of any kind; and (3) Bank may proceed directly against Guarantor, whether or not Bank shall have first made any presentment or demand for payment to anyone and whether or not Bank proceeds against anyone else or against security (if any), and (4) Guarantor will not use, and Guarantor hereby waives, any defense to Guarantor's direct and absolute obligation to pay the indebtedness evidenced by this application and the Agreement when due, together with any interest accruing on the indebtedness evidenced by this application and the Agreement. To the extent that Company or any other person liable for all or any part of the indebtedness evidenced by this application and the Agreement makes a payment or payments to the Bank, which payment or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be paid to a trustee, receiver or any other party under any bankruptcy act or any other law, then to the extent of such payment, the obligation of the Guarantor hereunder to make such payment shall remain in full force and effect as if such payment had not been made. Guarantor agrees to pay upon demand all of Bank's costs and expenses, including Bank's attorneys fees and Bank's legal expenses incurred in connection with the enforcement of this guaranty.

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Your account is \$0.00 past due. Please pay online or call us at 1-800-642-6323 to make a payment or discuss payment options.

Business credit line

Account # XXXX XXXX XXXX 8541
 Statement closing date 03/11/14
 New balance \$0.00
 Minimum payment \$0.00
 Due date 04/01/14

Questions?
 pnc.com
 1-800-642-6323

Your Statement

Previous balance	\$35,902.39	Total credit limit	\$50,000.00
Payment received	\$0.00	Total available credit	\$0
Purchases	\$0.00	Cash advance available credit	\$0
Credits	\$35,929.04		
Cash advances	\$0.00		
Late and overlimit fees	\$26.65		
Finance charges	\$0.00		
New balance	\$0.00		
Minimum payment	\$0.00		
Due date	04/01/14		

Your Transactions

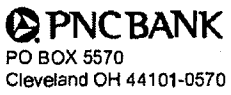
TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
03/11	03/11	F562500EN000CO993	CHARGE OFF ACCOUNT-PRINCIPALS	\$34,464.61-
03/11	03/11		CHARGE OFF ACCOUNT *FINANCE CHARGES*	1,464.43-
03/11	03/11	000000000000COMPC	TOTAL 4857058322128541 \$35,929.04-	
03/11	03/11		LATE FEE	26.65

Your Finance Charges

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	MONTHLY PERIODIC RATE (MAY VARY)	DAYS IN BILLING	AVERAGE DAILY BALANCE	FINANCE CHARGE
Purchases	0.000%	0.000%	28	\$0.00	\$0.00

(continued on next page)

5170 HXH 002 3 2 140311 0 Z D PAGE 1 of 3 1 0 5625 0500 COFF OA5170CF



Account # XXXX XXXX XXXX 8541
 New balance \$0.00
 Minimum payment \$0.00
 Due date 04/01/14

Check here if address, phone or e-mail changes are indicated on reverse side

48570583221285410000000000000005210000000000003

\$ _____

Make check payable to:

PNC BANK
 PO BOX 856177
 LOUISVILLE KY 40285-6177

NICOLETTI AND ASSOCIATES
 36880 WOODWARD AVE STE 100
 BLOOMFIELD HILLS MI 48304-0920



20637208

L 4 8 5 L 5 0 0 0 0 0 8 0 7 0 5 8 3 2 2 1 2 8 5 4 1 L 0 0 1

EXHIBIT 2

Crediting of Payments. Payments received by us at P.O. Box 856177, Louisville, KY 40285-6177 by 5.00 P.M. Eastern Time, will be credited as of that day. Payments received after 5.00 P.M. Eastern Time, will be credited as of the following day. Do not send cash. The bottom portion of this statement must accompany your payment and be inserted in the envelope provided. The payment address must be placed in the window of the envelope. Do not fold check or bottom portion of this statement. Paper clips, staples, tape, or other correspondence should not be included with your payment. If you fail to follow these payment instructions, the crediting of such payment to your account may be delayed up to 5 days.

Important information about Credit Availability: In order to ensure there is enough time for a payment to clear the account on which it is drawn, we may not make the payment amount available to re-borrow for a period of 10 or 14 days, depending on the amount of the payment and other factors. Even if the payment amount is not available immediately, the payment will be credited on receipt if and as provided in the section called "Crediting of Payments" above.

Notice To Customers Paying by Check: When you make a payment with a personal check, you authorize us to use information from your check to make a one-time electronic transfer from your account or to process the payment as a check transaction. This means your account could be debited as early as the same day the payment is received. Your check will no longer be sent to your bank for processing. It will be destroyed and a copy will be retained. Therefore, you will no longer receive the original or a copy of your check back from your bank. Also, the way in which the transaction appears on your bank statement will change. Your statement will now show a line item for an electronic entry initiated by PNC Bank, and will include the check number, payee and the check amount. If you have questions regarding the conversion of your payment to an electronic transfer, please refer to the toll free number on the front of this statement.

Regarding Bankruptcy Message: The following applies to any recipient of this statement who is entitled to the protections afforded by 11 U.S.C. 362 and 11 U.S.C. 524 of the U.S. Bankruptcy Code. This statement is for informational purposes only. This statement is not a demand for payment or an attempt to collect, assess, or recover a claim against you that arose before the commencement of your case.

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Moving? Please provide your new information below and also check the box on the front of the payment stub to ensure prompt handling.

Street address _____

City _____ State _____ ZIP _____

Business phone _____ Cell phone _____

*Email address _____

**This email address will be used to provide you with general communications and special offers.
This change will not update your email address in any PNC Bank online service.*

20637208



Account # XXXX XXXX XXXX 8541
Statement closing date 03/11/14

Your finance charges (continued)

TYPE OF BALANCE	CORRESPONDING ANNUAL PERCENTAGE RATE (APR)	MONTHLY PERIODIC RATE (MAY VARY)	DAYS IN BILLING	AVERAGE DAILY BALANCE	FINANCE CHARGE
Cash advances	0.000%	0.000%	28	\$0.00	\$0.00
					\$0.00

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