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AFFIDAVIT OF ACCOUNT

STATE OF INDIANA

COUNTY OF MARION

Garett Lowe of lawful age, being first duly sworn, upon oath deposes and says that he is General Manager of C1 TRUCK DRIVER TRAINING LLC, a limited liability company organized under the laws of the state of Indiana.

That the attached account against JOHN WAYNE IVY, as well as the various items thereof, is, within the personal knowledge of Affiant, just, true and correct, and the amount or balance of $5,995.00 shown thereon, is due and owing over and above all credits and set offs, with interest from June 28, 2023.

Further, Plaintiff states that Defendant is not in the military service per attached military service certificate.

AFFIANT

SWORN TO and subscribed before me this 26th day of October, 2023.

NOTARY PUBLIC

My commission expires: 10/14/30

File: 234087/G:\dsaffidavits.wpd

KARI YERKES
MY COMMISSION EXPIRES
10-14-2030
SEAL
HAMILTON COUNTY
COMMISSION NUMBER NP0659246
NOTARY PUBLIC - STATE OF INDIANA

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Department of Defense Manpower Data Center

Results as of : Oct-11-2023 10:31:13 AM

SCRA 5.18

Status Report
Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-6953
Birth Date: Feb-XX-1983
Last Name: IVY
First Name: JOHN
Middle Name: WAYNE
Status As Of: Oct-11-2023
Certificate ID: TBVQ93JHPL9RQLF

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.

Sam Yousefzadeh

Sam Yousefzadeh, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Alexandria, VA 22350

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C1 Truck Driver Training
6395 E. State Hwy OO
Strafford, MO 65757
Phone: 417-831-0500 or 877-626-5455
Fax: 417-831-0777

DIESEL TRUCK DRIVING ENROLLMENT AGREEMENT
AGENCY PROGRAM

Name John Wayne Ivy
Address [redacted]
City [redacted] State [redacted] Zip [redacted]
Telephone [redacted] Date of Birth [redacted]
Driver License Number [redacted] Type of DL [redacted]
Social Security Number [redacted]

Diesel Truck Driving Course Fee: $5,995.00 (Includes all Course Materials)

Name of Sponsoring Carrier: SWIFT

Total Hours Required for Completion: 120 Clock Hours or 3 Weeks

The first lesson will begin: Date: 11/28/2016 Time: 7:00 AM

Classes will meet Monday through Friday from 7:00am to 4:00pm for classroom training of the first week. In-truck training is in session from 7:00am to 4:00pm of the 2nd and 3rd week.

This agreement constitutes the contract between the school and the student, and no verbal assurances or promises not contained herein shall bind the school or the student.

TUITION COST:

120 Total Clock Hours	$5,995.00
Rate for School Truck, if used for road test:	$0
Rate for Course Materials (books, supplies, fees)	$0
TOTAL AGREED CONTRACT TUITION:	$5,995.00

Tuition Cost, Housing (if applicable), Hazmat (if applicable) and Maintenance monies (if applicable) will be invoiced to sponsoring agency. Payment in full is due, net 60 days.

No items are subject to cost change.

TERMINATION FROM TRAINING:

A. Absences

1. Accumulated absences of more than 15% of total clock hours.
2. Participant will be counseled by trainer of possible termination due to absences.
3. Failure to notify trainer when unable to attend.

EXHIBIT A

Electronically Filed - HOWARD - November 13, 2023 - 11:21 AM

Enrollment Agreement (Continued)

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B. Tardiness

1. Habitual Tardiness.
2. Habitual practice of leaving premises during the training day.

C. Conduct

1. Failure to participate in training activities.
2. Refusal to follow directions.
3. Failure to progress according to ability.

D. Theft

1. Theft of C1 Truck Driver Training property.
2. Damage or destruction of property through neglect.

E. Alcoholic Beverages or Illicit Drugs

1. Anyone reporting for training under the influence of illegal drugs, or alcoholic beverages.

F. Dismissal

1. Failure to complete prescribed course in 1 ½ times length of prescribed course.

Any terminated student may apply for readmission in written request form and can only be reinstated with permission of the School Director.

CANCELLATION AND REFUND POLICY:

1. A full refund will be granted to any student who cancels the enrollment contact, or is not accepted for enrollment by the school, within seventy-two (72) hours (until midnight of the third day excluding Saturdays, Sundays, or legal holidays) after the enrollment contract is signed by the prospective student.
2. The student is considered as having entered training when the student has attended one regular class period of instruction at the school.
3. The school shall make all refunds to the student or lender no later than thirty (30) calendar days after the student withdraws or is terminated from the program. Proof of refund(s) shall be placed in the student's file. Proof shall be a photocopy of the refund check after it has cleared the bank. The check shall be copied front and back on the same sheet of paper, with the number of the check from the front folded so that it shows at the same time the back is copied.
4. A. At the time of any home solicitation sale:

   a. The seller shall furnish the buyer with a fully completed receipt, AND
   b. A copy of any contract or agreement pertaining to such sale at the time of its execution which shall show the name and address of the seller, the date of transaction, AND
   c. Contain in boldface type, of a minimum size of ten (10) points, a statement in substantially the following form:

   ANY BUYER MAY CANCEL THIS TRANSACTION ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY EXCLUDING SATURDAYS, SUNDAYS, OR LEGAL HOLIDAYS AFTER THE DATE OF THIS TRANSACTION. This statement shall be in immediate proximity to the space reserved for the signature of the buyer, in the contract, agreement or receipt.

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Enrollment Agreement (Continued)

B. The buyer may cancel by written notice mailed to the seller, preferably by certified or registered letter.

C. If in the event the buyer cancels, the seller shall return to the buyer within 30 calendar days of the cancellation:

a. Any payments made,
b. Any goods or other property, received as a trade-in (or a sum equal the trade-in allowance given therefore) and,
c. Any note or other evidence of indebtedness given by the buyer to the seller pursuant to or in connection with the sale.

D. After cancellation the seller shall have 30 calendar days to take possession of any property left with the buyer.

5. The effective date of the termination, for refund purposes, shall be the last day of attendance.

6. In the event the school discontinues a program in which students are enrolled, a full refund of all tuition is due. Refunds shall be made in accordance with item 7 of this section. This statement does not apply to a closed school.

7. In the event a student withdraws or is dismissed from the school after seventy-two (72) hours (past midnight of the third day excluding Saturday s, Sundays and legal holidays) a refund will be due. The amount of the refund will be based on the following:

If the student withdraws their enrollment within the first 72 hours, a full refund is given.

All amounts will be refunded on a pro rated basis. The proration will be based on the total program hours (120), divided by the number of hours attended, times the tuition.

STUDENTS GRIEVANCE AND COMPLAINTS: Any and all complaints must be written and turned into the School Director for review and consideration. If the problem cannot be resolved, the students have the right to file a grievance to the Missouri Coordinating Board for Higher Education, P.O. Box 1469, Jefferson City, MO 65102

PLACEMENT ASSISTANCE: C1 Truck Driver Training does not guarantee employment, but will assist in job placement.

The undersigned certifies that he, or she, has read and received the school's catalog and this contract, and agrees to the terms therein.

FTC Statement. (Holder in due course). "Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against obtained pursuant hereto or with the proceeds hereof. Recovery here under by the debtor shall not exceed the amounts paid by the debtor here under.

Signature of Student

08 / 28 / 16
Month Day Year

Signature of School Representative

08 / 28 / 16
Month Day Year

THIS CONTRACT IS EFFECTIVE WHEN SIGNED AND DATED BY BOTH PARTIES.

DETAIL OF CHARGES

Driver Solutions, 3603 East Raymond Street, Indianapolis, IN 46203 Phone (317) 791-2901

John Ivey (110413693)

Balance Due as of 6/28/23

Bucket	Owing	Received	Balance
Principal	$5,995.00	$0.00	$5,995.00
Fee	$0.00	$0.00	$0.00
Interest	$0.00	$0.00	$0.00
Court Cost	$0.00	$0.00	$0.00
Legal	$0.00	$0.00	$0.00
Post.Jmt Court Costs	$0.00	$0.00	$0.00
Pre.Jmt Court Costs	$0.00	$0.00	$0.00
Late Fee	$0.00	$0.00	$0.00
Commission Fee	$0.00	$0.00	$0.00
Judgment Adjustment	$0.00	$0.00	$0.00
Misc 7	$0.00	$0.00	$0.00
Misc 8	$0.00	$0.00	$0.00
Misc 9	$0.00	$0.00	$0.00
Misc 10	$0.00	$0.00	$0.00
Misc 11	$0.00	$0.00	$0.00
Misc 12	$0.00	$0.00	$0.00
Misc 13	$0.00	$0.00	$0.00
Misc 14	$0.00	$0.00	$0.00
Changed	$0.00	$0.00	$0.00
Service Fee	$0.00	$0.00	$0.00
Overpayment	$0.00	$0.00	$0.00
			$5,995.00

EXHIBIT B

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