

THE CIRCUIT COURT OF THE STATE OF OREGON
COUNTY OF WASHINGTON

DISCOVER BANK,

Plaintiff,

vs.

Damian Rivasescobar ,

Defendant(s)

Case No.:

PLAINTIFF'S COMPLAINT
BREACH OF CONTRACT

CLAIM RANGE: \$6,760.77

ORS Sec. 21.160

Claim is subject to Mandatory Arbitration

SUBJECT TO UTCR 5.180(3)

Plaintiff, DISCOVER BANK, by and through its attorneys, Zwicker & Associates, P.C., for its Complaint against DAMIAN RIVASESCOBAR ("Defendant(s)"), states as follows:

1. Plaintiff is a FDIC-insured Delaware State Bank.
2. Defendant(s) reside(s) and/or maintain(s) an address and/or domicile sufficient to allow this Court to maintain jurisdiction and venue of Plaintiff's claims.
3. The principal damage amount sought by Plaintiff in this Complaint is within this Court's monetary jurisdictional limit.

1 4. Defendant(s) entered into a loan agreement (hereafter referred to as "Agreement"). True and
2 exact copies of the loan documents are attached hereto and marked Exhibit A.

3
4 5. Funds were disbursed pursuant to the terms of the Agreement or as requested by
5 Defendant(s).

6
7 6. The loan is identified with account number ending in 8933.

8
9 7. Defendant(s) defaulted on the terms of the Agreement when Defendant(s) failed to make
10 payments pursuant to the terms of the Agreement.

11
12 8. As a result of the default by Defendant(s), Plaintiff has accelerated the full balance due and
13 owing pursuant to the terms of the Agreement.

14 9. Demand was made upon Defendant(s).

15
16 10. As of today's date, Defendant(s) has/have failed to pay Plaintiff pursuant to the terms of the
17 Agreement.

18
19 11. As Defendant(s) have materially breached the terms of the Agreement, the balance due and
20 owing to Plaintiff after deducting all just and lawful offsets, payment, and credits is the sum of
21 \$6,760.77. Account statement records or balance history records substantiating the balance due
22 are attached hereto and marked Exhibit B.

1 RELIEF REQUESTED

2 WHEREFORE, Plaintiff requests this Honorable Court to enter a Judgment
3 awarding the following:

- 4
- 5 a) The balance due and owing of \$6,760.77,
- 6
- 7 b) Post Judgment Interest at the legal rate,
- 8
- 9 c) Court costs to the extent permitted by applicable law.
- 10

11

12 **DATED: 10/24/19**

13 s/ Lori D. Elrod

14 AARON MCLELLAN, OSB #074557

Email: amclellan@zwickerpc.com

15 LORI D. ELROD, OSB #136016

Email: lelrod@zwickerpc.com

16 ZWICKER & ASSOCIATES, P.C.
17 A Law Firm Engaged in Debt Collection
18 Attorneys for Plaintiff

EXHIBIT A

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Dear Damian Rivasescobar,

Welcome to Discover® Personal Loans. When you chose us for your personal loan needs, you made the right choice. That's because we understand everyone wants to get to a better place. And whether you're looking for ways to manage bills or to afford a little something special, Discover is here to help make all of your financial goals a reality.

We're pleased to confirm that your Personal Loan in the amount of \$10,000.00 has been approved and has been disbursed specific to your request.

You have enrolled in our Automatic Payments Service. Your first of 48 fixed monthly payments of \$254.20 will be withdrawn each month from the account you indicated starting on June 25th. We'll still provide you with a monthly statement, approximately 20 days before your payment due date.

Please take a moment to review the enclosed Truth-In-Lending Disclosures, Loan Agreement, Quick Info Guide and information about available products and services. You'll find valuable information on how to make your Personal Loan work best for you.

If you have any questions regarding your Personal Loan, visit **Discover.com/Personal-Loans** or call us at **1-877-256-2632**, Monday through Friday, 8am to 8pm Eastern.

Sincerely,



R. Simon
Regional Operations Director
Discover Personal Loans

* 1 2 3 4 5 *

PO Box 30958
Salt Lake City, UT 84130-0958



Damian Rivasescobar
3236 South East 177th Ave
Portland, OR 97236

Thank you for
being a valued
Customer.

If you have questions,
visit Discover.com/Personal-Loans
or call us at 1-877-256-2632

TRUTH-IN-LENDING DISCLOSURES

Creditor: Discover Bank - Wilmington, DE 19850

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments
The cost of your credit as a yearly rate: 10.00%	The dollar amount the credit will cost you: \$2,204.98	The amount of credit provided to you or on your behalf: \$10,000.00	The amount you will have paid after you have made all payments as scheduled: \$12,204.98
Your payment schedule will be:			
Number of Payments: 48	Amount of Payments: \$254.20	When Payments are Due: Monthly beginning June 25th	
Late Charge:	If we do not receive the full amount of any monthly payment by its due date, we will charge you a Late Fee of \$39.00		
Prepayment:	If you pay off early, you will not have to pay a penalty and will not be entitled to any refund of any paid finance charge.		
Further Terms:	See the enclosed Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.		

Your interest rate is: 9.99%

Thank you for
being a valued
Customer.

If you have questions,
visit Discover.com/Personal-Loans
or call us at 1-877-256-2632

ITEMIZATION OF AMOUNT FINANCED

Loan Amount: \$10,000.00

Origination Fee: -\$0.00

Amount Financed: \$10,000.00

Itemization of the amount financed totaling: \$10,000.00

DAMIAN RIVASESCOBAR

Account ending in 9389

\$10,000.00

Thank you for
being a valued
Customer.

If you have questions,
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or call us at 1-877-256-2632

FACTS		WHAT DOES DISCOVER BANK DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • account balances and payment history • transaction history and credit history 		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Discover Bank chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information	Does Discover Bank share?	Can you limit this sharing?	
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No	
For our marketing purposes— to offer our products and services to you	Yes	No	
For joint marketing with other financial companies	Yes	No	
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No	
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes	
For our affiliates to market to you	Yes	Yes	
For nonaffiliates to market to you	Yes	Yes	
To limit our sharing	Call 1-877-256-2632; our menu will prompt you through your choices. Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.		
Questions?	Call 1-877-256-2632		

Who we are	
Who is providing this notice?	This privacy policy is being provided by Discover Bank and applies to any unsecured personal loan you may have with us and the products and services offered in connection with those loans.
What we do	
How does Discover Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Discover Bank collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • open an account or apply for a loan • give us your contact information or your income information • provide employment information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law only gives you the right to limit:</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include companies with a Discover or DFS name and financial companies such as Diners Club International Ltd., PULSE Network LLC, The Student Loan Corporation, and GTC Insurance Agency, Inc.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Nonaffiliates we share with can include service providers.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners can include institutions such as insurance companies.
Other important information	
<p>Vermont Residents – We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Find additional information about our privacy policies at www.discover.com/privacy-statement or by calling 1-877-256-2632.</p> <p>California Residents – Except as permitted by law, we will not share information we collect about you with nonaffiliates or joint marketing partners while you are a resident of California.</p> <p>Nevada Residents – You may call 1-800-256-2632 to be placed on our Do Not Call List. For more information, mail Discover Personal Loans, P.O. Box 30954, Salt Lake City, UT 84130, or visit www.discover.com/personal-loans. You may also contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101, call 1-702-486-3132, or email BCPINFO@ag.state.nv.us. This notice is provided pursuant to state law.</p>	

Loan Agreement

DISCOVER | PERSONAL LOANS

PROMISE TO PAY: You agree to the terms of this Loan Agreement and promise to pay to Discover Bank (“us” or “we” or “our”) the Principal Amount Advanced (the Amount Financed), with interest at the Interest Rate disclosed with the Truth in Lending Disclosure Statement. Interest will begin to accrue on the entire Principal Amount Advanced from the date of the first disbursement and will continue to accrue on the unpaid balance of the principal amount until you have repaid all of the Principal Amount Advanced. If disbursement is by check, interest will begin to accrue from the date the check is issued. The method used to calculate interest is Simple Interest. Simple interest is calculated daily by dividing the Loan Interest Rate by 365 and multiplying that by the Unpaid Principal Amount. This is the Daily Interest charged. Interest charged for any billing period is calculated by adding the Daily Interest charged for the days in that billing period. The payment schedule is estimated on the Truth in Lending Disclosure Statement. You will make consecutive monthly payments in the amounts and in accordance with the due dates shown on the monthly billing statements or coupons that you will receive. You are obligated to pay the monthly payments by the due date even if you do not receive a billing statement or coupon. In the event you do not receive a billing statement or coupon, you may contact us to obtain your payment information by calling 1-877-256-2632 (or such other telephone number as we may subsequently provide to you). Sending cash payments is not allowed. Cash is easily lost or stolen. If you send cash, we may refuse to accept it.

Each Scheduled Payment (minimum payment due each month) will be applied, first to accrued and unpaid interest, then to the unpaid balance of the Principal Amount Advanced, then to any unpaid Late Fees. The Finance Charge (the total interest you pay) and Total of Payments (the total interest and principal you pay) described on the Truth in Lending Disclosure Statement are based on the assumption that you will make every payment on the day it is due for the defined term of the loan. Any payment that exceeds the Scheduled Payment will be applied first to any unpaid Late Fees, then to accrued and unpaid interest, then to the unpaid balance of the Principal Amount Advanced. Your final payment may be larger or smaller, depending on whether you have made payments late or early. If payments are received late, your final payment may be larger, or if payments are received early, your final payment may be smaller. If you requested that your due date be on a particular day of the month, or delay in notifying us of your acceptance of your loan, it may increase or decrease the length of your first billing period. A longer first billing period will result in increased finance charges and will increase the amount of your monthly payments. A shorter first billing period will result in decreased finance charges and a smaller final payment. You agree to pay all amounts then outstanding

with your final payment; however, the number of payments will be increased, if necessary, so that the amount of the final payment will not be more than twice the amount of the previous payment. Any portion of the outstanding balance that remains unpaid after maturity will bear interest.

We can accept late payments, partial payments, or checks and money orders marked “payment in full”, or with any other restrictive endorsement, without losing any of our rights under this Loan Agreement.

DISBURSEMENT: The proceeds of your loan will be disbursed in accordance with the instructions you have provided. If we reasonably conclude that we will not be able to disburse some or all of the proceeds of your loan in accordance with your instructions, then at our sole discretion, we may either issue a check to you or credit your loan account for the amount that we were unable to disburse as you requested.

PREPAYMENT: You may prepay all or part of your loan at any time without penalty.

LATE FEE: Unless otherwise prohibited by applicable law, if we do not receive the full amount of any monthly payment by its due date, you will pay a Late Fee of \$39.

DEFAULT—ACCELERATION—COLLECTION COSTS: You will be in default if we do not receive the full amount of any monthly payment by its due date or if we reasonably believe that you are unable or unwilling to pay. If you are in default, we can demand upon notice the immediate payment of your outstanding Loan balance. In addition, a negative credit report reflecting on your credit record may be submitted to one or more credit reporting agencies. If you are in default on this loan and Discover Bank owns your loan at the time of default, you will also be considered to be in default on any other Discover card or loan account you have with us. We can accept late payments or partial payments, or delay enforcing or not enforce any of our rights under this Loan Agreement without losing or waiving them. If we refer the collection of your loan to an attorney or employ an attorney to represent us with regard to recovery of money that you owe us, we may charge you reasonable attorneys’ fees and court or other collection costs as permitted by law and as actually incurred by us, including fees and cost in connection with any appeal.

PRIVACY: Our Privacy Policy includes a summary of the personal information we collect, when it may be shared with others, how we safeguard the confidentiality and security of information and the steps you may take to limit our sharing of such information with others.

OUR COMMUNICATION WITH YOU: You agree that we (and our affiliates, agents, and contractors) may monitor or record any calls between you and us. If we need to contact you to service your account or to collect amounts you owe to

us, you authorize us (and our affiliates, agents and contractors) to contact you at any number (i) you have provided to us, (ii) from which you called us, or (iii) which we obtained and believe we can reach you at. You must notify us if any number you provided to us or at which we contact you with your consent or authorization changes or is no longer in use. We may contact you in any way, such as calling, texting or email. We may contact you using an automated dialer or using pre-recorded messages. We may contact you on a mobile, wireless, or similar device, even if you are charged for it by your provider.

NOTICES TO US: You must give certain notices to us in writing. If you change your address you must notify us of your new address in writing within 15 days. Any communications with us required or permitted under the Federal Bankruptcy Code must be in writing, must include your account number, and must be sent to **Discover® Personal Loans, PO Box 30396, Salt Lake City, UT 84130-0396** (or such other address as we shall subsequently provide to you).

ASSIGNMENT OF LOAN: We may sell, assign or transfer your loan or any portion thereof without notice to you.

MILITARY LENDING ACT:

(1) Oral Disclosures. If you are a member of the Armed Forces or a dependent of such a member covered by the federal Military Lending Act, before proceeding with this Agreement, if you wish to hear important disclosures and payment information, please call 1-844-DFS-4MIL.

(2) Statement of the Military Annual Percentage Rate (MAPR). Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit, including installment loans. In general, the cost of consumer credit to a member of the Armed Forces and their dependents may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account:

- the costs associated with credit insurance premiums;
- fees for ancillary products sold in connection with the credit transaction;
- any application fee charged (other than certain application fees for specified credit transactions or accounts); and
- any participation fee charged (other than certain participation fees for a credit card account)

For more information on whether this applies to you, please contact us at 1-844-DFS-4MIL anytime 24/7. If calling outside the US, you can contact us at +1-801-902-2985.

ARBITRATION

Agreement to arbitrate. In the event of a dispute between you and us arising under or relating to this Account, either may choose to resolve the dispute

by binding arbitration, as described below, instead of in court. Any claim (except for a claim challenging the validity or enforceability of this arbitration agreement, including the Class Action Waiver) may be resolved by binding arbitration if either side requests it. THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION.

This Arbitration Provision does not apply if, on the date you submit your Application or on the date we seek to invoke our arbitration provision, you are a member of the Armed Forces or a dependent of such a member covered by the federal Military Lending Act. If you would like more information about whether you are covered by the Military Lending Act, please contact us at 1-844-DFS-4MIL or if you are calling from outside the US at +1-801-902-2985.

CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER ACCOUNTHOLDERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Only a court, and not an arbitrator, shall determine the validity and effect of the Class Action Waiver. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit.

Your Right to Go to Small Claims Court. We will not choose to arbitrate any claim you bring in small claims court. However, if such a claim is transferred, removed or appealed to a different court, we may then choose to arbitrate.

Governing Law and Rules. This arbitration agreement is governed by the Federal Arbitration Act ("FAA"). Arbitration must proceed only with the American Arbitration Association ("AAA") or JAMS. The rules for the arbitration will be those in this arbitration agreement and the procedures of the chosen arbitration organization, but the rules in this arbitration agreement will be followed if there is disagreement between the agreement and the organization's procedures. If the organization's procedures change after the claim is filed, the procedures in effect when the claim was filed will apply. For a copy of each organization's procedures, to file a claim or for other information, please contact:

- AAA at 1101 Laurel Oak Rd., Voorhees, NJ 08043, www.adr.org (phone 1-877-495-4185) or
- JAMS at 620 Eighth Ave., Floor 34, New York, NY 10018, www.jamsadr.com (phone 1-800-352-5267).

If both AAA and JAMS are completely unavailable, and if you and we cannot agree on a substitute, then either you or we may request that a court appoint a substitute.

Fees and Costs. If you wish to begin arbitration against us but you cannot afford to pay the organization's or arbitrator's costs, we will pay those costs if you ask us in writing. Any request like this should be sent to Discover Bank, PO Box 30416, Salt Lake City, UT 84130. If you lose the arbitration, the arbitrator will decide whether you must reimburse us for money we advanced for you for the arbitration. If you win the arbitration, we will not ask for reimbursement of money we advanced.

Hearings and Decisions. Arbitration hearings will take place in the federal judicial district where you live. A single arbitrator will be appointed. The arbitrator must:

- Follow all applicable substantive law, except when contradicted by the FAA;
- Follow applicable statutes of limitations;
- Honor valid claims of privilege;
- Issue a written decision including the reasons for the award.

The arbitrator's decision will be final and binding except for any review allowed by the FAA. However, if more than \$100,000 was genuinely in dispute, then either you or we may choose to appeal to a new panel of three arbitrators. The appellate panel is completely free to accept or reject the entire original award or any part of it. The appeal must be filed with the arbitration organization not later than 30 days after the original award issues. The appealing party pays all appellate costs unless the appellate panel determines otherwise as part of its award. Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction.

Other Beneficiaries of this Provision. In addition to you and us, the rights and duties described in this arbitration agreement apply to: our affiliates and our and their officers, directors and employees; any third party co-defendant of a claim subject to this arbitration provision; and all joint Accountholders your Account(s).

Survival of this Provision. This arbitration provision shall survive:

- closing of your Account;
- any legal proceedings to collect money you owe;
- any bankruptcy by you; and
- any sale by us of your Account,

You Have the Right to Reject Arbitration for this Account. You may reject the arbitration agreement but only if we receive from you a written notice of rejection within 30 days of your receipt of this Agreement. You must

send the notice of rejection to: Discover Bank, PO Box 30416, Salt Lake City, UT 84130. Your rejection notice must include your name, address, phone number, Account number and personal signature. No one else may sign the rejection notice for you. Your rejection notice also must not be sent with any other correspondence. Rejection of arbitration will not affect your other rights or responsibilities under this Agreement. If you reject arbitration, neither you nor we will be subject to the arbitration provisions for this Account.

CREDIT REPORTS: You authorize us to obtain your credit report at any time before your Loan is repaid in full. If you ask, we will tell you whether one was obtained and the name and address of the credit bureau that was used.

GOVERNING LAW: This Loan Agreement and any claim or dispute arising out of this Loan Agreement will be governed by applicable federal law and, to the extent state law applies, Delaware law.

We may report information about your loan to credit bureaus. Late payments, missed payments or other defaults on your loan may be reflected on your credit report. If you believe that specific information that we have reported about your loan is inaccurate, notify us at to Discover Personal Loans, PO Box 30396, Salt Lake City, UT 84130-0396 (or such other address as we shall subsequently provide to you).

STATE-SPECIFIC PROVISIONS:

California Residents: A married applicant may apply for a separate account.

California and Utah Residents: As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a consumer credit reporting agency if you fail to perform the terms of your credit obligations.

Iowa and Kansas Residents: NOTICE TO CONSUMER: (1) Do not enter into this Loan Agreement before you read it. (2) You are entitled to a copy of this Loan Agreement. (3) You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned finance charges in accordance with law.

Maryland Residents: We elect Subtitle 10, Credit Grantor Closed-End Credit Provision to Title 12 of the Commercial Law Article of the Annotated Code of Maryland, to govern this Loan Agreement, only to the extent not inconsistent with 12 U.S.C. §1831d and related regulations and opinions.

Missouri Residents: Oral agreements or commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt, including promises to extend or renew such debts, are not enforceable. To protect you

(borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

New Hampshire Residents: If we refer this Loan Agreement to an attorney for collection, you agree to pay our reasonable attorneys' fees. However, if you prevail in (1) any action, suit, or proceeding we bring, or (2) an action brought by you in connection with this Loan Agreement, or (3) if you successfully assert a partial defense or setoff, recoupment, or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorneys' fees as the court considers equitable.

New York and Vermont Residents: A consumer credit report may be ordered on you in connection with your application for credit. If you ask, we will tell you whether or not one was ordered and if one was, the name and address of the consumer credit reporting agency that provided it. Subsequent consumer credit reports may be requested or used in connection with an update, renewal, or extension of the credit applied for without further notice to you.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers and that consumer credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Texas Residents: You give up (waive) your common law rights to receive notice of intent to accelerate and notice of acceleration. This means that you give up the right to receive notice that we intend to demand that you pay all that you owe on this contract at once (accelerate) and notice that we have accelerated.

This written Loan Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

West Virginia Residents: Any provision in this Loan Agreement authorizing the holder of this Loan Agreement to collect attorneys' fees in the event of a default are void if the party being sued for collection is a resident of the State of West Virginia.

Wisconsin Residents: If you are a married Wisconsin resident, your signature confirms that this loan obligation is being incurred in the interest of your marriage of family. No provision of any marital property agreement (i.e., premarital agreement), unilateral statement under Section 766.59 of the Wisconsin Statutes, or court decree under Section 766.70 of the Wisconsin

Statutes adversely affects the interest of the Lender unless the Lender, prior to the time that the loan is approved, is furnished with a copy of the marital property agreement, a statement, or a decree or has actual knowledge of the adverse provision. If the loan for which you are applying is granted, you will notify us if you have a spouse who needs to receive notification that credit has been extended to you. Notwithstanding the provisions of the paragraph marked "DEFAULT—ACCELERATION—COLLECTION COSTS" to the contrary, you will be in default hereunder only (1) if the interval between scheduled payments is 2 months or less, and you permit to be outstanding an amount exceeding one full payment that has remained unpaid for more than 10 days after its scheduled due date or deferred due date, or you fail to pay the first payment or the last payment within 40 days of its scheduled due date, or (2) if the interval between scheduled payments is more than 2 months, you permit to be outstanding all or any part of one scheduled payment that has remained unpaid for more than 60 days after its scheduled due date or deferred due date. You will also be in default if you fail to observe any other provision of this Loan Agreement, the breach of which materially impairs your ability to pay the amounts due under this Loan Agreement.

30-DAY GUARANTEE: If you return the loan proceeds (all amounts advanced to you or on your behalf) within 30 days of the date of disbursement of your loan, we will not charge you any interest or origination fees (if applicable) and your loan will be canceled. You must submit your request to cancel to us in writing, along with a single check for the amount of the loan proceeds, and mail it to: **Discover Personal Loans, PO Box 30396, Salt Lake City, UT 84130-0396** (or such other address as we shall subsequently provide you). We must receive this request to cancel and the loan proceeds within 30 days of the date of disbursement of your loan.

DISCOVER | PERSONAL LOANS

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DPLLA.0117

EXHIBIT B

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Borrower Name: DAMIAN RIVASECOBAR
7/24/2019

Loan Number: 3933

Effective Date	Description	Amount	Principal	Interest	Fee	Principal Balance
5/16/2017	Disbursement ACH to DAMIAN RIVASECOBAR, A/C#9389	-\$10,000.00	-\$10,000.00	\$0.00	\$0.00	\$10,000.00
5/16/2017	Repayment Start	--	--	--	\$0.00	--
6/25/2017	Payment by CCR	\$254.20	\$144.73	\$109.47	\$0.00	\$9,855.27
7/25/2017	Payment by CCR	\$254.20	\$173.27	\$80.93	\$0.00	\$9,682.00
8/25/2017	Payment by CCR	\$254.20	\$172.06	\$82.14	\$0.00	\$9,509.94
9/25/2017	Payment by CCR	\$254.20	\$173.51	\$80.69	\$0.00	\$9,336.43
10/25/2017	Payment by CCR	\$254.20	\$177.54	\$76.66	\$0.00	\$9,158.89
11/25/2017	Payment by CCR	\$254.20	\$176.49	\$77.71	\$0.00	\$8,982.40
12/25/2017	Payment by CCR	\$254.20	\$180.44	\$73.76	\$0.00	\$8,801.96
1/25/2018	Payment by CCR	\$254.20	\$179.52	\$74.68	\$0.00	\$8,622.44
2/25/2018	Payment by CCR	\$254.20	\$181.04	\$73.16	\$0.00	\$8,441.40
3/25/2018	Payment by CCR	\$254.20	\$189.51	\$64.69	\$0.00	\$8,251.89
4/25/2018	Payment by CCR	\$254.20	\$184.19	\$70.01	\$0.00	\$8,067.70
5/25/2018	Payment by CCR	\$254.20	\$187.95	\$66.25	\$0.00	\$7,879.75
6/25/2018	Payment by CCR	\$254.20	\$187.35	\$66.85	\$0.00	\$7,692.40
7/30/2018	Late Fee Assessed	\$0.00	\$0.00	\$0.00	-\$39.00	\$7,692.40
8/25/2018	Payment by CCR	\$254.20	\$125.77	\$128.43	\$0.00	\$7,566.63
8/29/2018	Late Fee Assessed	\$0.00	\$0.00	\$0.00	-\$39.00	\$7,566.63
9/25/2018	Payment by CCR	\$254.20	\$190.00	\$64.20	\$0.00	\$7,376.63
10/1/2018	Late Fee Assessed	\$0.00	\$0.00	\$0.00	-\$39.00	\$7,376.63
10/25/2018	Payment by CCR	\$254.20	\$193.63	\$60.57	\$0.00	\$7,183.00
10/29/2018	Late Fee Assessed	\$0.00	\$0.00	\$0.00	-\$39.00	\$7,183.00
11/29/2018	Late Fee Assessed	\$0.00	\$0.00	\$0.00	-\$39.00	\$7,183.00
12/31/2018	Late Fee Assessed	\$0.00	\$0.00	\$0.00	-\$39.00	\$7,183.00
1/11/2019	Payment by MAL Ck# 1016	\$980.00	\$826.65	\$153.35	\$0.00	\$6,356.35
1/20/2019	Payment by MAL Ck# 1027	\$280.00	\$30.34	\$15.66	\$0.00	\$6,326.01
3/1/2019	Late Fee Assessed	\$0.00	\$0.00	\$0.00	-\$39.00	\$6,326.01
3/29/2019	Late Fee Assessed	\$0.00	\$0.00	\$0.00	-\$39.00	\$6,326.01
4/29/2019	Late Fee Assessed	\$0.00	\$0.00	\$0.00	-\$39.00	\$6,326.01
5/29/2019	Late Fee Assessed	\$0.00	\$0.00	\$0.00	-\$39.00	\$6,326.01

Total Outstanding Balance	\$6,760.77
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Interest Balance	Fees Due	Current Principal Balance
\$278.76	\$156.00	\$6,326.01