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Not an Official Court Document

IN THE CIRCUIT COURT OF AUDRAIN COUNTY, MISSOURI
ASSOCIATE CIRCUIT DIVISION

FORSYTHE FINANCE, LLC	)	
	)	
Plaintiff,	)	
	)	Case No. _____
vs.	)	
	)	Div. No. _____
JENNIFER TUCKER	)	
	)	
Defendant(s)	)	

PETITION
PURSUANT TO RSMO CHAPTER 517

COMES NOW Plaintiff, Forsythe Finance, LLC ("Plaintiff"), by and through the undersigned counsel, and for its cause of action against Defendant Jennifer Tucker ("Defendant"), states and alleges the following:

1. At Defendant's request, Plaintiff's predecessor in interest executed a Consumer Installment Loan Agreement ("Note") with Defendant on or about March 26, 2019. Attached hereto and incorporated herein by reference is a copy of the Note.

2. Pursuant to the Note, Plaintiff's predecessor in interest opened a loan account ("Account") for Defendant's benefit and advanced funds to Defendant for which Defendant was obligated to repay.

3. Defendant eventually failed to make payment in accordance with the terms of the Note.

4. Plaintiff was assigned all rights and title to the Account. Plaintiff is the current owner thereof. Attached hereto and incorporated herein is a copy of the assignment.

5. After giving Defendant credit for all payments, debits, credits and set offs there remains due and owing from Defendant to Plaintiff the sum of $2,228.81.

6. Plaintiff has made demand upon Defendant to satisfy such loss, but Defendant has failed and refused to pay.

WHEREFORE, Plaintiff Forsythe Finance, LLC prays judgment against Defendant in the sum of $2,228.81, and with interest to accrue at the statutory rate of 9.000% per annum from date of judgment pursuant to RSMo §408.040, including, if applicable, reasonable special process server fees incurred by the Plaintiff, and for its cost herein incurred.

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Submitted by:

Pappas Hayden Westberg & Jackson PC
By: /s/ Lisa L. Livingston-Martin #41116
Joshua R. Westberg #67795
Kathryn E. Jackson #66056
Melissa A. Watts #53314
Lisa L. Livingston-Martin #41116
Kevin D. Evers #74922
7500 West 110th Street, Suite 110
Overland Park, Kansas 66210
(913)469-5148 Fax: (913)312-3137
Toll Free: (844)792-5148
Email: docket@phwjlaw.com
ATTORNEYS FOR PLAINTIFF

This communication is from a debt collector **and is** an attempt to collect a debt. Any information obtained will be used for that purpose.

You are encouraged to contact our office via email at consumeraccounts@phwjlaw.com or via phone at 1-844-792-5148 (toll free)/ (913) 469-2958 (option 2) if you want to settle this matter.

305 22-07063-0

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AFFIDAVIT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

My name is J. Adam Dobberstein, and my title is Manager for Forsythe Finance, LLC ("Plaintiff"). I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

1. Plaintiff is a corporation duly organized under and existing by virtue of law.

2. I have been advised by counsel that venue is proper in the county stated on Plaintiff's Petition, and this Court has both personal and subject matter jurisdiction over this case.

3. I am authorized to make this affidavit on Plaintiff's behalf for Defendant JENNIFER TUCKER , Forsythe Finance, LLC account XXXX[redacted] In this affidavit, I make my statements about this account based upon my personal review and knowledge of account records maintained by the Plaintiff.

4. The records from Plaintiff's business office for Defendant JENNIFER TUCKER , account XXXX[redacted] are trustworthy and accurate and are kept in the regular course of business. Further, I have access to and have reviewed the electronic records concerning the account.

5. That the principal balance due Plaintiff from Defendant JENNIFER TUCKER , after all credits and set-offs is $2,228.81.

6. That the amount due Plaintiff is not subject to further set-off or credit, and that demand has often been made, but Defendant has, without justification or excuse, failed and refused to pay Plaintiff.

7. Plaintiff has not received timely written notice of any billing errors on this account and/or, after receiving timely written notice and conducting a thorough investigation, any disputed amounts have been corrected or verified and the Defendant has been provided a written explanation and clarification.

8. To the best of Plaintiff's knowledge Defendant ~~is not~~ on active duty with the Armed Forces of the United States of America or its allies.

(affiant)

In witness whereof I have hereunto subscribed my name and affixed my official seal this 21 day of April, 2023.

Laura J. Kopydlowski
Notary Public

My Commission Expires:
12/8/23

LAURA J. KOPYDLOWSKI NOTARY PUBLIC STATE OF WISCONSIN

AFG 22-07063-0

CLIENT AFF_CA442796 / XXXX3602

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CONSUMER INSTALLMENT LOAN AGREEMENT

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. PLEASE READ IT. UNLESS YOU OPT OUT WITHIN 60 DAYS, A NEUTRAL ARBITRATOR, NOT A JUDGE OR A JURY, RESOLVES DISPUTES.

Application Date: 2019-03-26 Effective Date: 2019-03-27 (you may get funds prior to this date)	Loan No. [redacted] Final Maturity Date: 2019-12-27
SunUp Financial, LLC d/b/a BalanceCredit.com 33 N. LaSalle Street, Suite 800 Chicago, IL. 60602 Phone: 1-855-942-2526 Email Address: legal@balancecredit.com	Borrower Name: Jennifer Tucker Borrower Address [redacted] Address: [redacted] Phone: [redacted] Cell Phone [redacted] Email Address [redacted]

IMPORTANT NOTICE: This Loan Agreement (hereinafter, the "Agreement") is governed by the laws of Missouri (except the Federal Arbitration Act governs everything relating to arbitration).

In this Agreement the words "you", "your" and "I" mean the borrower who has electronically signed it. The words "we", "us," and "our" mean SunUp Financial, LLC d/b/a BalanceCredit.com, a consumer installment lender which has obtained a certificate of registration under R.S.Mo. §§ 408.510 and is regulated by the Missouri Division of Finance, Harry S. Truman State Office Building, Room 630, P.O. Box 716, Jefferson City, MO 65102. The phone number for the Division is (573)751-3242. "Related Third Parties" means consultants, banks, payment processors, software providers, data providers, credit bureaus, marketing providers, and anyone else involved in any way with this Agreement, the application, the loan, or our relationship.

In order to complete your transaction with us, you must electronically sign this Agreement and click the "I AGREE" button below. Once you sign and submit this Agreement to us, we will confirm your information and either approve or deny the loan request. If your application is approved we will use commercially reasonable efforts to initiate an ACH credit entry of the loan proceeds into the Bank Account listed below on or before the Effective Date above. We rely on the representations of you and other parties in determining the Effective Date. Despite our best efforts, unavoidable delays as a result of bank holidays, the processing schedule of your individual bank, the untimely receipt of borrower verification details (if required), inadvertent processing errors, "acts of God", and/or "acts of terror" may extend the time for the deposit. If we are unable to verify your information by the Effective Date your loan request will not be approved, we will not fund the loan, and you will not incur a finance charge or any fees.

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TRUTH-IN-LENDING DISCLOSURES

[redacted]	Amount Financed The amount of credit provided to you or on your behalf. $1350.00	Total of Payments The amount you will have paid after you have made all payments as scheduled. $3612.80

Your Payment Schedule will be:

Payments	Amount of Payments	When Payments are Due ("Payment Dates")
1	$180.64	04/05/2019
2	$180.64	04/19/2019
3	$180.64	05/03/2019
4	$180.64	05/17/2019
5	$180.64	05/31/2019
6	$180.64	06/14/2019
7	$180.64	06/28/2019
8	$180.64	07/12/2019
9	$180.64	07/26/2019
10	$180.64	08/09/2019
11	$180.64	08/23/2019
12	$180.64	09/06/2019
13	$180.64	09/20/2019
14	$180.64	10/04/2019
15	$180.64	10/18/2019
16	$180.64	11/01/2019
17	$180.64	11/15/2019
18	$180.64	11/29/2019
19	$180.64	12/13/2019
20	$180.64	12/27/2019

Security: You are giving a security interest in the ACH Credit Authorization, and ACH Debit Authorization, or Remotely Created Check Authorization, or Electronic Payment Order Authorization as applicable.

Late Charge: If a scheduled payment is more than 15 days late, you will be charged (i) $5 if the scheduled payment amount is $25 or less; or (ii) 5% of the schedule payment due or the minimum amount due or $15, whichever is greater, not to exceed $50.

Prepayment: If you pay off the loan early (in full or in part) you will not have to pay a penalty.

See the terms of this Agreement for any additional information about nonpayment, default, penalties, any required repayment in full before the scheduled due date, and prepayment refunds.

Itemization of Amount Financed: Amount given to you directly: $1350.00.

PROMISE TO PAY: We hereby provide you a loan in the principal amount of $1350.00. You promise to pay us or any assignee principal plus interest on the unpaid principal balance of this Agreement calculated at 329.90% per annum ("Contract Rate"), based upon a 365-day year, from the Effective Date until payment in full unless otherwise limited by this Agreement or applicable law. You also promise to pay any other charges provided for under this Agreement. You promise to timely pay us the amount owing hereunder by making installment payments on the dates listed in the payment schedule set forth above ("Due Date(s)"). On each Due Date you will pay us, the amount stated, by electronic debit to your account if authorized, or by remotely created check, electronic payment order, or debit card, or by money order or cashier's check delivered to P.O. Box 4356, Dept. #1557, Houston, Texas 77210 or at such other address as we direct you in writing, or as we otherwise agree. Time is of the essence. If any Due Date falls on a federal banking holiday, then you agree to pay us on the next business day, and we will credit such payment as if we received it on the appropriate Due Date.

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INTEREST AND PAYMENTS. We use the simple daily interest (contract rate divided by 365) method to calculate interest. In calculating your Truth-in-Lending Disclosures, we have assumed you will make each payment as scheduled and that we begin to earn the finance charges on the Effective Date. The Finance Charge box above discloses the total amount of interest you will owe us under this Agreement if you make your payments on the dates set forth in the payment schedule. Interest is not compounded. If an early payment is less than the scheduled installment, then you must pay the remaining balance for that scheduled installment on or before the upcoming installment Due Date. Payments will be first applied to accrued fees owing to Lender, then to accrued interest and finally to the outstanding principal balance of this Agreement. Except in the event of default and/or any right we may have to accelerate, we will not require you to make a payment in an amount that exceeds the amount of any scheduled payment. Early payments or paying more than scheduled may decrease the amount of interest that accrues. Late payments may increase the amount of interest that accrues.

PREPAYMENT. You may pay in advance in any amount at any time and you will not incur an additional charge, fee, or penalty. Prepayment may reduce the total amount of interest that accrues. To make arrangements for a prepayment, you must contact us by email at Support@BalanceCredit.com or phone at 1-855-942-2526. We will then arrange an authorization to debit funds from your Bank Account or make other arrangements for the prepayment.

VERIFICATION. You certify that the information given in connection with this Agreement is true and correct. You authorize us to verify all of the information that you gave us such as your identity, any past and/or present employment history, income and bank account details as may be necessary to process your application for a loan, determine Due Dates and administer your account with us. You specifically authorize us to use information you provided us, including your social security number and/or bank account number, to verify information in your Bank Account through telephone or other electronically initiated bank records initiated by us and processed by us or our servicers or agents. You also give us consent to obtain information about you from consumer reporting agencies and/or other sources. You represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States bankruptcy code.

RIGHT TO CANCEL: YOU MAY CANCEL THIS LOAN WITHOUT INCURRING FINANCE CHARGES OR ANY COSTS, NO LATER THAN 4:00 PM CST OF THE NEXT BANKING DAY IMMEDIATELY FOLLOWING THE EFFECTIVE DATE ("CANCELLATION DEADLINE") BY EMAILING A CANCELLATION NOTICE TO SUPPORT@BALANCECREDIT.COM OOR BY FAXING IT TO 888-616-3811. IN THE EVENT THAT WE TIMELY RECEIVE YOUR WRITTEN NOTICE OF CANCELLATION ON OR BEFORE THE CANCELLATION DEADLINE BUT BEFORE THE LOAN PROCEEDS HAVE BEEN CREDITED TO YOUR BANK ACCOUNT, BOTH YOUR OBLIGATIONS AND OUR OBLIGATIONS UNDER THIS AGREEMENT WILL BE CANCELED. IN THE EVENT THAT WE TIMELY RECEIVE YOUR WRITTEN NOTICE OF CANCELLATION ON OR BEFORE THE CANCELLATION DEADLINE BUT AFTER THE LOAN PROCEEDS HAVE BEEN CREDITED TO YOUR BANK ACCOUNT, THEN YOU AUTHORIZE US TO EFFECT A DEBIT ENTRY TO YOUR BANK ACCOUNT FOR THE PRINCIPAL AMOUNT OF YOUR LOAN SUBJECT TO THE FOLLOWING: (1) IF WE RECEIVE THE PAYMENT OF THE PRINCIPAL AMOUNT BY THE DEBIT ENTRY TO YOUR BANK ACCOUNT, THEN BOTH YOUR OBLIGATIONS AND OUR OBLIGATIONS UNDER THIS AGREEMENT WILL BE CANCELED, OR (2) IF WE DO NOT RECEIVE PAYMENT OF THE PRINCIPAL AMOUNT OF YOUR LOAN BY DEBIT ENTRY TO YOUR BANK ACCOUNT, THEN THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

ACH CREDIT AUTHORIZATION: You agree that we will initiate a credit entry to your Bank Account as defined below for an amount consistent with this Agreement on or before the Effective Date. You may revoke this authorization by contacting us in writing at support@balancecredit.com or by phone at 1-855-942-2526. If you revoke this authorization before we credit the loan proceeds, then we will not be able to deposit the loan proceeds into your Bank Account. You further authorize us to reverse any ACH credit amount deposited to your account by us in error or otherwise initiate a separate ACH debit to recover the amount credited to you in error.

VOLUNTARY PAYMENT METHOD OPTIONS: You are required to make the payments for each installment period on or before the payment due dates in your payment schedule and if on the final scheduled payment due date you still owe amounts under this Agreement, you will pay those amounts in full on that date. If you elected to make your payments by automatic electronic debit (ACH), debit card, or remotely-created check, then your payments plus any fees due to us (if applicable) will be automatically initiated by us in accordance with this Agreement and processed by our servicers or agents. If you elect to mail your payments by certified check or money order (i) all payments must be made payable to: SunUp Financial, LLC d/b/a BalanceCredit.com and mailed to P.O. Box 4356 Dept #1557, Houston, TX 77210-4356, and (ii) payment must reach this address by 4:00 pm CST on or before the scheduled Due Date. Please contact us at 1-855-942-2526 for other payment methods that may be available. Regardless of the payment method used, a payment must be received by us on or before the scheduled Due Date. Payments will be applied first to outstanding charges or fees, if any, then to delinquent amounts, then to current interest, then to current principal.

ACH DEBIT AUTHORIZATION: If you elect to make payments by ACH debit, then you authorize us, and our successors and assigns, to initiate, and our servicers or agents to process, automatic debit entries for payments in accordance with this Agreement from your Bank Account as identified below (your "Bank Account"):

BANK ACCOUNT: Bank Routing Number: [redacted] and Bank Account Number: [redacted]

DEBITS: You agree that we will initiate debit entries to be debited on each scheduled payment due date or thereafter for the scheduled amount plus any applicable late charges, or any lesser amount you owe. You further authorize us to initiate a separate ACH debit entry to your Bank Account for any applicable returned payment charges, and/or late fees in the amounts set forth in your Agreement with us. You authorize us to re-initiate any ACH up to two additional times for the same amount if the ACH is dishonored.

RANGE OF VARYING DEBIT AMOUNTS: You have the right to receive notice of all ACH debit transfers varying in amount. You acknowledge that we have elected and you have agreed to receive a specified range of amounts for the recurring electronic debiting (in lieu of us providing you a notice of transfers in varying amount for any transfer that may differ from the previous transfer). The amount of any ACH debit will range from (i) the payment amount provided in this Agreement (which may be less than a scheduled payment if partial prepayments have been made, to (ii) an amount equal to the scheduled payment plus as applicable, any other amounts you may owe under this Agreement up to an additional $50. For any recurring electronic debit outside of this specified range, we will send you a notice. Therefore, by agreeing to the terms of this authorization you choose to receive notice only when a recurring electronic debit amount exceeds the range specified.

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ACH DEBIT REVOCATION: You may revoke this ACH debit authorization by contacting us in writing at support@balancecredit.com or by phone at 1-855-942-2526. You must contact us at least three (3) business days prior to when you wish the authorization to terminate.

REMOTELY CREATED CHECK OR ELECTRONIC PAYMENT ORDER AUTHORIZATION: If you elect to make your payments by RCC or EPO or we are unable to process your payment by ACH (if elected) as described above, then by electronically signing this Agreement you authorize us to create remotely-created checks bearing your typed name and other information as may be required under applicable law, rather than your handwritten signature, drawn on your Bank Account or produce an electronic payment order, and to submit either for payment to the Bank or other financial institution in the amount of each payment owing to us under this Agreement on or after each Due Date or any lesser amount owing. RCC may also be known as a demand draft, telecheck, preauthorized draft or paper draft. EPO may be known as a demand draft, preauthorized draft, or remotely-created payment order. If a RCC or EPO is returned unpaid by the Bank or other financial institution, then you authorize us to create and submit an RCC or EPO for any returned payment fee and/or late fees, or other amounts accrued pursuant to this Agreement, up to an additional $50, without further notice to you. You authorize us to re-present any RCC or EPO up to two additional times for the same amount if the RCC or EPO is dishonored or returned for insufficient funds.

AUTHENTICATION: You agree that your typed name or other designation applied to the RCC (as may be mandated by applicable law) will constitute your authorized signature fully reflecting your intent to authenticate any such RCC. Your selection of this payment method and execution of this Agreement will constitute your authentication of any EPO.

AMOUNTS AND DISPUTES: You authorize us to vary the amount of any preauthorized payment by RCC or EPO as needed to repay amounts owing in accordance with this Agreement, and as modified by any partial prepayments. If you believe we charged your Bank Account in a manner not contemplated by this authorization, please contact us. If you would like to dispute a payment related to a RCC or EPO, determine whether a payment was genuine, withhold payment of a RCC or EPO, or obtain re-crediting of amounts we obtained via a RCC or EPO, contact us by calling 1-855-942-2526.

RCC OR EPO REVOCATION: You may revoke this RCC or EPO authorization by contacting us in writing at support@balancecredit.com or by phone at 1-855-942-2526. You must contact us at least three (3) business days prior to when you wish the authorization to terminate.

CHECK CONVERSION NOTIFICATION: If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

SECURITY INTEREST: We have disclosed to you that our interest in your selected payment method is a security interest for Truth-in-Lending purposes only, because federal and applicable state law do not clearly address whether our interest in such payment method(s) are a "security interest." However, the federal Truth-in-Lending disclosures are not intended to create a security interest under applicable state law.

RETURNED PAYMENT FEE: Pursuant to R.S.Mo. § 408.140(7), you agree to pay any charges assessed to us by any institution for processing a refused instrument plus a handling fee of not more than $25.00. You authorize us and our agents to make a one-time withdrawal from your Bank Account to collect this returned payment fee. We may only impose this fee once per scheduled installment payment.

LATE CHARGE: If a scheduled payment is more than 15 days late, you will be charged (i) $5 if the scheduled payment amount is $25 or less; or (ii) 5% of the scheduled payment due or the minimum amount due or $15, whichever is greater, not to exceed $50. The late charge may not be collected more than once for the same default.

DEFAULT: You will be in default under this Agreement if: (a) you provide us false or misleading information about yourself, your financial condition (including the Bank Account), or any other matter prior to entering this Agreement, (b) you fail to make a payment by a scheduled Due Date or if your payment is returned to us unpaid for any reason, (c) you agree to make alternative payment arrangements and fail to make those payment(s), or (d) any of the following things occur: appointment of a committee, receiver, or other custodian of any of your property, or the commencement of a case under the U.S. Federal Bankruptcy Laws by or against you as a debtor. If you default, then you have a right to cure such default under R.S.Mo. § 408.555.

CONSEQUENCES OF DEFAULT: If you are in default for ten or more days for failure to make a required payment, we will give notice of your right to cure the default prior to acceleration of the maturity of the unpaid loan balance in accordance with Section 408-554 of the Missouri Revised Statutes. If you remain in default beyond the applicable cure period, you agree that we may take any of the following actions to the extent allowed by applicable law: (1) we may accelerate the maturity of the loan and all other amounts due us and demand payment of the same; (2) we may continue to charge you interest on any unpaid principal balance at the Contract Rate; and (3) we may exercise any other rights or remedies allowed by this Agreement or at law, including but not limited to seeking payment of reasonable attorney's fees in the event of a default. You agree to pay our attorney fees, not to exceed 15% of the amount due and payable under this Agreement, together with any court costs assessed.

WAIVER: No failure to exercise, or delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

CONSUMER REPORTS: You authorize us to obtain consumer reports about you in connection with your request for credit and at any time that you owe us money under this or any Agreement.

REPORT OF NEGATIVE PAYMENT INFORMATION: You authorize us to report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your loan may be reflected in your credit report.

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ASSIGNMENT AND EXECUTION: We may sell, assign or transfer this Agreement or any of our rights hereunder in our sole discretion and without prior notice to you. If this Agreement is consummated, then you agree that the electronically signed Agreement we receive from you will be considered the original executed Agreement, which is binding and enforceable as to both parties.

GOVERNING LAW: Missouri law governs this Agreement, except the Federal Arbitration Act 9 U.S.C Sections 1-16 ("FAA") governs everything relating to arbitration.

BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER.

By signing this Agreement, you agree to the Binding Arbitration Clause and Class Action Waiver ("Clause"):

Background and Scope.

[illegible]	**An alternative to court.**	In arbitration, a neutral arbitrator, not a judge or jury resolves Disputes in a hearing or by reviewing documents the Parties submit. You, any related Third Party, and we ("Parties", or "Party") may not file a lawsuit in court over any Dispute, but instead agree to have an arbitrator resolve the Dispute in individual binding arbitration.
[illegible]	**Yes.**	Arbitration is private and less formal than court. Arbitrators may limit pre-hearing fact finding, called "discovery" and other procedural rights available in court. The arbitrator's decision is final except for limited review under the FAA. Courts rarely overturn arbitrators' decisions.
[illegible]	**You, Us, and Others.**	This Clause covers you, us, and Related Third Parties, which include consultants, banks, payment processors, software providers, data providers, credit bureaus, marketing providers, and anyone else involved in any way with this Agreement, the application, the loan, our relationship, or the Dispute. In this Clause, the words "we" and "us" include Related Third Parties. You, we or us (including Related Third Parties) also include your and our heirs, subsidiaries, affiliates, agents, guardians, representatives, trustees, employees, officers, directors, members, managers, attorneys, investors, predecessors in interest, successors, and assigns.
[illegible]	**All Disputes.**	In this Clause, the word "Disputes" has the broadest possible meaning. It includes all claims and disputes of every kind among you or us (including Related Third Parties). Disputes includes all claims and disputes arising out of or even indirectly related to our relationship, your application, this Agreement, any other agreements (including past agreements) between us, your loan, information you gave us, extensions, renewals, refinancings, payment plans, collections, privacy, advertising, communications, and customer information. Disputes also includes claims or disputes relating to setting aside this Agreement or this Clause, this Agreement's or this Clause's validity or scope, and about whether to arbitrate. But a court, not the arbitrator, decides any challenge to the prohibition on class-wide or representative arbitration.
[illegible]	**Yes.**	**You waive your rights to:** **1. Have a judge or jury resolve any Dispute.** **2. Serve as a private attorney general or in a representative capacity.** **3. Participate in a class action – or representative proceeding - whether in court or arbitration – involving any Dispute.**
[illegible]	**Yes.**	CLASS ACTIONS AND CLASS-WIDE ARBITRATION ARE NOT ALLOWED. You and we waive your and our rights to participate in a class action as a class representative or member. **You and we agree to resolve all Disputes only in binding, individual arbitration. You and we waive your and our rights to bring representative claims or to join with other claimants or combine proceedings without the consent of all parties to all proceedings.**
[illegible]	**The Federal Arbitration Act ("FAA").**	This transaction involves interstate commerce, so the FAA governs everything relating to arbitration.
[illegible]	**Yes.**	A Party shall not commence an arbitration unless it has first attempted to resolve the Dispute informally. To resolve a Dispute, you must first call us at 1-855-942-2526. If we are unable to resolve the Disputes by phone, mail us a notice of the Dispute within 30 days of the date you first brought the Disputes to our attention. In your notice, tell us the details of the Dispute and how you want to resolve it. We will try to resolve the Dispute. If we make a written offer, you can reject it. If we can't resolve the Dispute, either Party may mail the other a demand for arbitration, as described below in the Process. If we (including Related Third Parties) have a Dispute with you, we will follow this same process, calling and writing you at the number and mailing address you gave us.
How should you contact us?	**By mail.**	Send mail to: SunUp Financial, LLC d/b/a BalanceCredit.com, 33 N. LaSalle Street, Suite 800, Chicago, IL. 60602. You can call us or use certified mail to confirm receipt.
Will the Clause continue [illegible]?	**Yes, unless otherwise agreed.**	This Clause will remain effective unless the Parties agree otherwise in writing. This Clause governs if you rescind the transaction. It governs if you default, renew, prepay, or pay. It governs if your loan is discharged through bankruptcy. The Clause will remain effective, despite a transaction's termination, amendment, expiration, or performance.

Process.

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How does arbitration start?	**By mailing a demand for arbitration.**	If either Party wishes to commence an arbitration under this Clause, that Party must mail the other a demand for arbitration. The demand must describe the Dispute and relief sought. The receiving Party must mail a response within 20 days. If you mail the demand, you may choose one of the arbitration groups listed below. Or, your demand may state that you want the Parties to select a mutually agreeable neutral arbitrator. If we mail the demand, you must respond within 20 days. Your response must choose one of the arbitration groups listed below, or propose a mutually agreeable neutral arbitrator. If it doesn't, we will choose one of the arbitration groups listed below.
Who arbitrates?	**AAA, JAMS, or an agreed arbitrator.**	You may select the American Arbitration Association ("AAA") (1-800-778-7879) http://www.adr.org or JAMS (1-800-352-5267) http://www.jamsadr.com. If you do, mail AAA or JAMS a copy of the demand for arbitration when you mail it to us, and include the fee the consumer arbitration rules require you to pay. Or the Parties to a Dispute may also agree in writing to a mutually agreeable neutral arbitrator. The mutually agreeable neutral arbitrator must arbitrate under AAA or JAMS consumer rules, at your selection. You may get a copy of these rules from AAA or JAMS. If this Clause and the AAA or JAMS consumer arbitration rules conflict, this Clause governs.
Will the hearing be held nearby?	**Yes.**	The arbitrator will conduct any hearing within 30 miles of your home or where the transaction occurred.
What about appeals?	**Appeals are limited.**	The arbitrator's decision will be final, except for limited review under the FAA. Consistent with the FAA, either Party may file the arbitrator's award with a proper court for enforcement, confirmation, modification, or vacation.
What happens if part of this clause is found illegal or unenforceable?	**The rest will continue unless continuing would allow class-wide arbitration.**	If any part of this Clause is found to be illegal or unenforceable, the rest will remain in effect (with an arbitration award issued before any court proceeding begins), except that if a finding of partial illegality or unenforceability would allow class-wide arbitration or representative arbitration, this clause will be unenforceable in its entirety.

Arbitration Fees and Awards.

Will we pay all Arbitration Fees?	**Yes, for Disputes involving $50,000 or less, but ordinarily you pay your attorney fees and costs.**	For all Disputes that involve $50,000 or less, we will pay or promptly reimburse your "Arbitration Fees" if you ask us to in writing. These include filing, administrative, hearing, and Arbitrator's fees and expenses. You are responsible for paying your attorney fees and all other expenses, unless we pay them as described below under "What happens if you win?".
Are damages, declaratory and injunctive relief, and attorney fees possible?	**Yes, if allowed by law.**	The arbitator may award the same damages and relief as a court might award. The arbitrator may award reasonable attorney fees and expenses to you, if allowed by law and the consumer arbitration rules. We will not seek our attorney fees or expenses from you. The arbitrator may award declaratory or injunctive relief only in favor of you or us and only to the extent necessary to provide relief warranted by your or our individual claim.
Can the arbitrator combine our arbitration with others?	**No.**	The arbitrator may not join or cominbe our arbitration with any other arbitration or proceeding without the written consent of all parties to all proceedings.
Will you pay or reimburse us for Arbitration Fees if you win?	**Not if you seek $50,000 or less.**	If the Dispute involves $50,000 or less, we will not seek our Arbitration Fees, or seek to recover your Arbitration Fees we paid or reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose.
What happens if you win?	**You could receive an award from the arbitrator.**	If you are successful in arbitration you may receive an arbitrator's award. If you reject our last written settlement offer made before the arbitrator was appointed, and the arbitrator awards you more than this last written offer, we will: (i) pay your reasonable attorney fees, if any; and (ii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. If the arbitrator so orders because the law allows the arbitrator to award you attorney fees and costs (regardless of any settlement offer), we will pay your reasonable attorney fees and costs awarded).
Can an award be explained?	**Yes.**	A party may request a written award, with reasons, from the arbitrator within 14 days of the arbitrator's award. Upon such request, the arbitrator will explain the award in writing within 14 days.

Other Options.

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If you don't want to arbitrate, can you still contract for our services?	**Yes. You can contract for our services and decide not to arbitrate.**	Options: **1. Informal Dispute Resolution.** Contact us and attempt to settle any Dispute. If we are unable to resolve your Dispute informally, and you have not opted out of this Clause, you must resolve any Dispute only through binding individual arbitration under this Clause. **2. Small Claims Court.** You may resolve Disputes with us in a small claims court in your home county, if the Dispute meets the court's requirements. "Small claims court" means a court of limited jurisdiction with the smallest maximum monetary judgment in your home county. **3. Opt-Out of Arbitration.** Sign the Agreement and then timely opt-out of Arbitration by following the instructions below.
Can you opt-out of the arbitration?	**Yes, within 60 days of signing your Agreement.**	Send us written notice of your intent to opt-out of the arbitration within sixty (60) calendar days of signing your Agreement. Give your name, address, account number and date. State that you "opt out of arbitration." If you opt out, your opt out will apply only to this Agreement. Mail the request to us at our address given above under "How should you contract us?". Keep a copy for your records.

TELEMARKETING OPT IN POLICY:

You authorize us to call or text you for telemarketing purposes at any telephone number you provide. Such calls or texts will be made using an automatic telephone dialing system or prerecorded voice. *You are not required to provide this authorization as a condition of receiving a loan.*

You authorize us, our assigns, successors or our servicing agents to send a Short Message Service ("SMS") text message to you at any mobile number at which we reasonably believe we can contact you, for any lawful purpose, including but not limited to: (1) notifying you of promotions, (2) providing coupons or other marketing materials, (3) and other marketing purposes. Telephone numbers you authorize us, our assigns, successors, servicers or agents to send text messages to include any numbers provided to us, our assigns, successors, servicers or agents and numbers from which you call us, our assigns, successors, servicers or agents. We will not charge you for sending SMS text messages, but your communication provider may. You agree to pay any fee(s) or charge(s) that you may incur for incoming and outgoing messages from or to us or our assigns, successors, servicers or agents, without reimbursement from them or us. You authorize us, our assigns, successors, servicers or agents to send recorded messages to any phone numbers provided.

How to UNSUBSCRIBE to SMS Text Message – You may withdraw your consent to receive SMS text messages by texting STOP to the message you receive. You may also withdraw your consent by calling us. At our option, we may treat your provision of an invalid mobile phone number, or the subsequent malfunction of a previously valid mobile phone number, as a withdrawal of your consent to receive SMS text messages. We will not impose any fee to process the withdrawal of your consent to receive SMS text messages. Any withdrawal of your consent to receive SMS text messages will be effective only after we have a reasonable period of time to process your withdrawal.

For HELP on SMS Text Services – To request additional information, text HELP to the message you receive or contact us by telephone.

How to Update Your Records – It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling or emailing us.

Other Important Terms: (a) Additionally, you agree that we may send any SMS text messages through your communication service provider in order to deliver them to you. You agree to provide a valid mobile phone number for these services. You further agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligations under this paragraph shall survive termination of the Agreement. SMS text messages are provided for your convenience only. (b) We will not be liable for losses or damages arising from any delay in delivery or disclosure of account information to third parties by your communication service provider. (c) We may modify or terminate our text messaging services from time to time, for any reason, and without notice, including the right to terminate text messaging with or without notice, without liability to you, any other user or a third party. We reserve the right to modify these terms from time to time without notice. Please review the Privacy Notice from time to time so that you are timely notified of any changes. You can do so by bookmarking and visiting the following link where the Privacy Notice is listed and may be amended: https://www.balancecredit.com/privacy-notice.

PRIVACY NOTICE: By signing this Agreement, you acknowledge and agree to BalanceCredit.com's Privacy Notice as stated on BalanceCredit.com's website at the following link: https://www.balancecredit.com/privacy-notice and further agree that you have reviewed and are in possession of a copy of the Privacy Notice.

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IMPORTANT ACKNOWLEDGEMENTS:

You acknowledge and agree that this Agreement is subject solely to applicable Missouri and Federal law.

You acknowledge and agree that the dispute resolution procedure described above is the sole and exclusive forum for resolving disputes and/or claims arising from or relating to this Agreement.

You acknowledge and agree to the Jury Trial Waiver and Arbitration Clause.

YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION. UNLESS YOU OPT OUT WITHIN 60 DAYS, A NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, WILL RESOLVE ANY DISPUTE IN INDIVIDUAL BINDING ARBITRATION.

By clicking the box below, you confirm that you have read and agree to our Telemarketing Opt In Policy mentioned above:

Please click the box below:

DocuSigned by:
52108F66FEE748B...

Electronically signed by Jennifer Tucker at 18:46:49, on 2019-03-26
IP Address:104.0.10.90

BY CLICKING THE BOX BELOW AND CLICKING THE "FINISH" BUTTON, YOU ARE ELECTRONICALLY SIGNING AND AGREE TO THIS AGREEMENT. YOU AGREE THAT THIS ELECTRONIC SIGNATURE HAS THE FULL FORCE AND EFFECT OF YOUR PHYSICAL SIGNATURE AND THAT IT BINDS YOU TO THIS AGREEMENT IN THE SAME MANNER A PHYSICAL SIGNATURE WOULD. YOU CERTIFY THAT THE INFORMATION GIVEN IN CONNECTION WITH THIS AGREEMENT IS TRUE AND CORRECT. YOU AUTHORIZE BALANCECREDIT.COM TO VERIFY THE INFORMATION GIVEN IN CONNECTION WITH THIS AGREEMENT AND GIVE BALANCECREDIT.COM CONSENT TO OBTAIN INFORMATION ON YOU FROM CONSUMER REPORTING AGENCIES OR OTHER SERVICES. YOU ACKNOWLEDGE THAT: (A) YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER AS WELL AS THE PRIVACY NOTICE, (B) THIS AGREEMENT WAS FILLED IN BEFORE YOU SIGNED IT, AND (C) THAT YOU HAVE PRINTED OR DOWNLOADED A COMPLETED COPY OF THIS AGREEMENT FOR YOUR RECORDS. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT IS SUBJECT TO APPROVAL BY BALANCECREDIT.COM.

Please click the box below:

DocuSigned by:
52108F66FEE748B...

Electronically signed by Jennifer Tucker at 18:46:49, on 2019-03-26
IP Address:104.0.10.90

Lender: SunUp Financial, LLC d/b/a BalanceCredit.com

Not an Official Court Document

DocuSign Envelope ID: 99172414-1A8D-4990-A74B-0E253E8985C0

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ASSIGNMENT AND BILL OF SALE

SunUp Financial, LLC (hereinafter called "Seller") has entered into that Purchase and Sale Agreement dated July 30, 2019 ("Agreement"), for the sale of Accounts listed on Exhibit A hereto to **Debt Management Partners, LLC** (hereinafter called "Purchaser"), upon the terms and conditions set forth in that Agreement. All terms and provisions in the Agreement that do not conflict with or are inconsistent with this Assignment and Bill of Sale shall remain in effect in accordance with the terms and provisions of the Agreement.

NOW, THEREFORE, for good and valuable consideration, Seller hereby sells, assigns, and transfers to Purchaser, its successors and assigns, all of Seller's rights, title, and interest in each and every one of the Accounts described in the Agreement and on Exhibit A effective as of the date set forth below.

Purchaser and Seller agree that the Purchase Price shall be as stated in Section 2 of the Agreement. Purchaser hereby accepts transfer and delivery of the Purchased Accounts and assumes all of the risks and benefits of the Seller, as owner of such accounts, accruing from and after the date hereof.

IN WITNESS WHEREOF, Seller has signed and delivered this instrument on October 30, 2019.

SunUp Financial, LLC

DocuSigned by:
Thomas Ervesun
Authorized Signed Name

Thomas Ervesun
Printed Name

COO
Position with Company

6/12/2020 | 9:26 AM CDT
Date

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CORPORATE AFFIDAVIT

I, Thomas Ervesun, President of SunUp Financial, LLC do hereby affirm and attest as follows:

1. SunUp Financial, LLC, a Delaware limited liability company, is a wholly-owned subsidiary of Braviant Consumer, LLC;
2. SunUp Financial, LLC maintains an active d/b/a or assumed name of BalanceCredit.com;
3. Balance Credit of Wisconsin, LLC, a Delaware limited liability company, is a wholly-owned subsidiary of SunUp Financial, LLC; and
4. Balance Credit of Utah, LLC, a Utah limited liability company, is a wholly-owned subsidiary of SunUp Financial, LLC.

Dated: 2-25-20

Signature of Affiant

PRESIDENT
Title

SWORN TO AND SUBSCRIBED before me this 25 day of February, 2020.

State of IL
County of COOK

Mirjana Cvoro
NOTARY PUBLIC

Commission Expires: Oct 3, 2023

MIRJANA CVORO
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 3, 2023

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EXHIBIT D
ASSIGNMENT AND BILL OF SALE

Debt Management Partners, LLC. ("Seller"), has entered into a Charged-Off Receivables Purchase Agreement dated **January 12th, 2022** ("Agreement") for the sale of Accounts described in Exhibit A thereof to **FORSYTHE FINANCE LLC.** ("Purchaser") upon the terms and conditions set forth in that Agreement.

NOW, THEREFORE, upon receipt of immediately available and liquid funds, Seller hereby sells, assigns and transfers to Purchaser, its successors and assigns, all of Seller's rights, title, and interest in each and every one of the Accounts described in the Agreement.

"Accounts" means [redacted] accounts where last known state of the residential address is in **National File** with a face value of [redacted]

Purchaser and Seller agree that the Purchase Price shall be as stated in "Exhibit B", the Closing Statement of the Agreement.

IN WITNESS WHEREOF,

Seller has signed and delivered this instrument on the **12th day of January, 2022**.

BY: _____

Daniel Valentine, Authorized Signer

800.883.9067 • 6400 Sheridan Drive • Suite 100 • Williamsville, New York • 14221