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23PT-AC01113

IN THE CIRCUIT COURT OF PETTIS COUNTY
ASSOCIATE CIRCUIT DIVISION
STATE OF MISSOURI

Discover Bank
Plaintiff,
vs.
Nicole L Dewey
Defendant(s),

Cause No.

Division No.

SUIT ON ACCOUNT STATED

COMES NOW Plaintiff and for its cause of action against the Defendant, alleges and states as follows:

1. Plaintiff, Discover Bank, is duly organized under law and is the current owner of this account, Nicole L Dewey, is resident of PETTIS COUNTY, state of Missouri.

2. Defendant requested and was issued a credit card by Plaintiff.

3. Plaintiff agreed to issue Defendant a credit card to use and purchase goods, merchandise, wares and services from participating merchants and/or to receive cash advances.

4. Defendant agreed by using said credit card, Defendant would assume responsibility for all credit extended to Defendant by Plaintiff through the use of said card.

5 Plaintiff performed its part of the agreement. Defendant failed to perform by not paying to Plaintiff the credit card balance as per the credit card agreement, statement of account and affidavit attached.

6. That Plaintiff sent to Defendant on a monthly basis a statement of account with the current balance to date of statement.

7. As of the date of this Petition, the account balance is $6,136.20. Defendant's last payment was made on August 25, 2022.

8. Plaintiff has made written demand upon Defendant and Defendant has not objected to the accuracy or balance due and has failed to pay.

9. Defendant is not engaged in the military service of the United States of America. A Verification is attached hereto, incorporated herein.

WHEREFORE Plaintiff prays Judgment against Defendant in the sum of $6,136.20 plus statutory post-judgment interest of 9.000% per annum, reasonable special process server fees, if applicable, and for cost herein.

Blitt and Gaines, P.C.
707 North Second Street, Suite 306
St. Louis, MO 63102
(844) 762-8212 TTY: 711
(847) 499-7599 F
pleadings2@blittandgaines.com
23038942

BLITT AND GAINES, P.C.

BY: /s/ Ferdinand Hernandez
___ Barbara Nilsen, MBE# 68654
___ Nicole R. Thayne, MBE# 69380
___ Jennifer Shipman, MBE# 58363
___ Thomas A. Ryczek, MBE# 64132
___ Michael J. Albani, MBE# 65740
___ Mary S. Choi, MBE# 45086
___ Allan Cameron, IV, MBE# 74022
___ Ferdinand Hernandez, MBE# 74478
___ Anthony Pritchett, MBE# 72246
___ Raymond P. Bozarth, MBE# 52666
___ Angela Sue Fitle, MBE# 67663

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.

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ACCOUNT NUMBER: **XXXXXXXXXXXX6750**
BALANCE: **$6,136.20**
CARDMEMBER (S): **NICOLE L DEWEY**

STATE OF OHIO
COUNTY OF FRANKLIN

Josh Martinez, personally appeared before me, on this day and after being duly sworn, according to law, and upon my oath and states as follows:

I am a Litigation Support Coordinator for DISCOVER BANK, an FDIC insured Delaware state bank. DISCOVER BANK, as well as its wholly-owned servicing subsidiary DISCOVER PRODUCTS INC., is responsible for, among other things, interacting with Discover Card account holders to accept payments and perform other servicing activities on Discover Card accounts.

This affidavit is made on the basis of my personal knowledge, as well as my review of documents held both by DISCOVER BANK and DISCOVER PRODUCTS INC., and is submitted in support of the Plaintiff's suit on account against the Cardmember(s).

In my capacity as Litigation Support Coordinator, I have knowledge regarding, and access to, records regarding the Discover Card account of the above referenced Cardmember(s). These records are maintained in the ordinary course of business, and the records are updated with information on events (such as charges and payments on the account) by individuals with personal knowledge of those events or by automated processes that track such events at or near the time that the events occur. The same systems that record this information also generate periodic statements that are sent to Discover cardmember(s), and store copies of these periodic statements. In addition, these same record-keeping systems contain information about which version of DISCOVER BANK's terms and conditions has been communicated to an account holder and accepted by an account holder. I have personally inspected the records pertaining to the account of the Cardmember(s), including the last periodic statement sent to the Cardmember(s), to ascertain the applicable terms and conditions, the balance due on said account and whether the Cardmember(s) have made payments on that balance.

According to the records maintained by DISCOVER BANK and DISCOVER PRODUCTS INC., during the period of time that account statements were generated, such statements were either provided to the Cardmember(s) electronically or mailed to the Cardmember(s) at the address maintained on file during that time period. According to the records, the last known address associated with the Cardmember(s) is/are:

29519 BACKBONE ROAD
SEDALIA, MO 65301-0000

The account is in default because the Cardmember(s) have not paid the amounts due and owing to DISCOVER BANK on the account.

The business records maintained by DISCOVER BANK and DISCOVER PRODUCTS INC., and described above show that the Cardmember(s)' account with DISCOVER BANK is governed by terms and conditions referred to as "terms level 29K." A true and correct copy of these terms and conditions have been provided to DISCOVER BANK's counsel in this case and is attached hereto as Exhibit A.

Exhibit B is a true and accurate copy of the last periodic statement sent by DISCOVER PRODUCTS INC. to the Cardmember(s), retrieved from the record-keeping system described above.

Exhibit C is a true and accurate copy of information retrieved from DISCOVER PRODUCTS INC.'s record-keeping system that shows the current balance due and owing on the Cardmember(s)' account. Exhibit C reflects the balance that includes any activity occurring on the account after the last statement (Exhibit B).

DISCOVER BANK has access to a system of records maintained by the United States Department of Defense, which allows DISCOVER BANK to ascertain whether a particular person is engaged in active duty in any branch of the U.S. military. It is the regular practice of DISCOVER BANK to query this system with respect to any account holder prior to initiating a collection action against that account holder. DISCOVER BANK maintains records in the normal course of its business that indicate the results of that query. Based on my review of the account records applicable to Cardmember(s), to the best of my knowledge and belief the above referenced Cardmember(s) is not engaged in any of the military services of the United States.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Affiant

SUBSCRIBED TO AND SWORN TO before me this 30 day of June, 2023.

NOTARIAL SEAL
STATE OF OHIO
MARANDA HARRIS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
01-11-27

Not an Official Court Document

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DISCOVER

CARDMEMBER AGREEMENT

Thank you for choosing Discover® card. This Agreement explains the current terms and conditions of your Account. The enclosed Pricing Schedule is part of this Agreement. Please read this Agreement, including the Pricing Schedule, carefully. Keep them for your records. Contact us if you have any questions. We have included a "Definitions" section for your reference on page 3.

ACCEPTANCE OF AGREEMENT

You accept this Agreement if you do not cancel your Account within 30 days after receiving a Card. You also accept this Agreement if you or an Authorized User use the Account. You may, however, reject the "Arbitration of Disputes" section as explained in that section.

CHANGES TO YOUR AGREEMENT

The rates, fees and terms of this Agreement may change from time to time. We may add or delete any term to this Agreement. If required by law, we will give you advance written notice of the change(s) and a right to reject the change(s). We will not charge any fee or interest charge prohibited by law.

USING YOUR ACCOUNT

Permitted Uses

You may use your Account for Purchases, Balance Transfers and Cash Advances. You may not use it for illegal transactions.

Authorized Users

You may request additional Cards for Authorized Users to make transactions on your Account. You must notify us if you wish to cancel the authority of an Authorized User to use your Account. You are responsible for all charges made by your Authorized Users.

Joint Accounts

If your Account is a joint Account

- each of you agrees to be liable individually and jointly for the entire amount owed on the Account; and
- any notice we mail to an address provided by either of you for the Account will serve as notice to both of you.

Checks

If we provide you with Checks, we will tell you whether we will treat the Check as a Purchase, Balance Transfer or Cash Advance. You may not use these Checks to pay any amount you owe us.

Credit Authorizations

We may not authorize a transaction for security or other reasons. We will not be liable to you if we decline to authorize a transaction or if anyone refuses your Card, Check or Account number.

Credit Lines

We will tell you what your Account credit line is. You must keep your Account balance below your Account credit line. If you do not, we may request immediate payment of the amount by which you exceed it. We may establish a lower credit line for Cash Advances. We may increase or decrease your Account credit line or your Cash Advance credit line without notice. We may delay increasing your available credit by the amount of any payment that we receive for up to 10 business days.

FEES (See your Pricing Schedule for Additional Fees)

Late Fee

We will not charge a Late Fee the first time you do not make the Minimum Payment Due by the Payment Due Date. After that, if you do not pay the Minimum Payment Due by the Payment Due Date, we will charge you a Late Fee. The fee is $30, if you were not charged a Late Fee during any of the prior six billing periods. Otherwise, the fee is $41. This fee will never exceed the Minimum Payment Due that was due immediately prior to the date on which the fee was assessed.

Returned Payment Fee

If you make a payment that is not honored by your financial institution, we will charge you a Returned Payment Fee even if the payment is honored after we re-submit it. The fee is $30 if you were not charged a Returned Payment Fee during any of the prior six billing periods. Otherwise, the fee is $41. This fee will never exceed the Minimum Payment Due that was due immediately prior to the date on which the payment was returned to us

ANNUAL PERCENTAGE RATES ("APRs") (See your Pricing Schedule for the APRs that apply to your Account)

Variable APRs

Your Pricing Schedule may include variable APRs. These APRs are determined by adding the number of percentage points that we specify to the Prime Rate. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect on the first day of the billing period that begins during the same calendar month that the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due. Your APR will never be less than zero.

Penalty APR

None

MAKING PAYMENTS

Payment Instructions

- You must pay in U.S. dollars. Please do not send cash. Sending cash is not allowed. All checks must be drawn on funds on deposit in the U.S.
- You must pay us for all amounts due on your Account. This includes charges made by Authorized Users.
- We may refuse to accept a payment in a foreign currency. If we do accept it, we will charge your Account our cost to convert it to U.S. dollars.
- We can accept late payments, partial payments or payments marked "payment in full" or with any other restrictive endorsement without losing any of our rights under this Agreement.
- We credit your payments in accordance with the terms contained on your billing statement.
- If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.
- If a third party makes a payment on your Account and we return all or a part of such payment, then we may adjust your Account for any amount returned. We reserve the right to defend ourselves against any demand to return funds we have received, and may agree to a compromise of the demanded amount as part of a settlement.

Minimum Payment Due

You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be any amount past due plus the greater of:

- $35; or
- 2% of the New Balance shown on your billing statement; or
- $20, plus any of the following charges as shown on your billing statement: fees for any debt protection product that you enrolled in on or after 2/1/2015; Interest Charges; and Late Fees.

The Minimum Payment Due may also include amounts by which you exceed your Account credit line. However, it will never exceed the New Balance. When we calculate the Minimum Payment Due, we may subtract from the New Balance certain fees added to your Account during the billing period. The Minimum Payment Due is rounded up to the nearest dollar.

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MAKING PAYMENTS

How We Apply Payments

We apply payments and credits at our discretion, including in a manner most favorable or convenient for us. In all cases, we will apply payments and credits as required by applicable law.

Each billing period, we will generally apply amounts you pay that exceed the Minimum Payment Due to balances with higher APRs before balances with lower APRs as of the date we credit your payment.

INTEREST CHARGES

How We Calculate Interest Charges– Daily Balance Method (including current transactions)

We calculate interest charges each billing period by first figuring the "daily balance" for each Transaction Category. Transaction Categories include standard Purchases, standard Cash Advances and different promotional balances, such as Balance Transfers.

How We Figure the Daily Balance for Each Transaction Category

- We start with the beginning balance for each day. The beginning balance for the first day of the billing period is your balance on the last day of your previous billing period.
- We add any interest charges accrued on the previous day's daily balance and any new transactions and fees. We add any new transactions or fees as of the later of the Transaction Date or the first day of the billing period in which the transaction or fee posted to your Account.
- We subtract any new credits and payments.
- We make other adjustments (including those adjustments required in the "Paying Interest" section).

How We Figure Your Total Interest Charges

- We multiply the daily balance for each Transaction Category by its daily periodic rate. We do this for each day in the billing period. This gives us the interest charges for each Transaction Category. To get a daily periodic rate, we divide the APR that applies to the Transaction Category by 365.
- We add up all the daily interest charges. The sum is the total interest charge for the billing period.
- Due to rounding or a minimum interest charge, the interest calculation may vary from the interest charge actually assessed.

How We Include Fees

We add Balance Transfer Fees to the applicable Balance Transfer Transaction Category. We add Cash Advance Fees to the applicable Cash Advance Transaction Category. We add all other fees to the standard Purchase Transaction Category.

Paying Interest

When Interest Charges Begin

We begin to impose interest charges on a transaction, fee or interest charge from the day we add it to the daily balance. We continue to impose interest charges until you pay the total amount you owe us. **You can avoid paying interest on Purchases as described below.** However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period")

If you pay the New Balance on your current billing statement by the Payment Due Date shown on that billing statement, we will not impose interest charges on New Purchases. New Purchases are Purchases that first appear on the next billing statement. Interest will continue to accrue each day on Purchases that appeared on previous billing statements until you pay the New Balance in full and will be billed in the next billing cycle.

How We Apply Payments May Impact Your Grace Period

If you do not pay your New Balance in full each month, then, depending on the balance to which we apply your payment, you may not get a grace period on new Purchases.

OTHER IMPORTANT INFORMATION

Default

You are in default if:

- you file bankruptcy or another insolvency proceeding is filed by you or against you;
- we have a reasonable belief that you are unable or unwilling to repay your obligations to us;
- you die or are legally declared incompetent or incapacitated;
- you fail to comply with the terms of this Agreement or any Agreement with us or an Affiliate, including failing to make a required payment when due, exceeding your Account credit line or using your Card or Account for an illegal transaction.

If you are in default, we may declare the entire balance of your Account immediately due and payable without notice.

Collection Costs

If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Merchant Disputes

If you have a dispute with a merchant, you may request a credit to your Account. If we resolve the dispute in your favor, we will issue a credit to your Account. You assign to us your claim for the credited amount against the merchant and/or any third party. At our request, you agree to provide this assignment in writing.

Automatic Account Information Updates

You may set up automatic billing or store your Account information with an Affiliate, merchant, wallet provider, or other third party ("Permitted Party"). If you do, you authorize us to share your Account information, which may include your rewards account balance, with the Permitted Party, regarding the use of your Account. If your Account information changes, which may include your billing address, you authorize us to provide this updated information to any such Permitted Party at our discretion. You must contact the Permitted Party directly or remove your credit card information from the Permitted Party website if you wish to stop automatic billing or Account updates.

Our Privacy Policy

We send you our Privacy Policy when you open your Account. Contact us or visit Discover.com if you would like a copy. Please read it carefully. It summarizes:

- the personal information we collect;
- how we safeguard its confidentiality and security;
- when it may be shared with others; and
- how you can limit our sharing of this information.

Credit Reporting Agency Information

You authorize us to get information from credit reporting agencies and other sources for servicing or review of your Account, collection and any other use permitted by law, including to consider you for other products and services. We may report the status and payment history of your Account to credit reporting agencies and other creditors. We normally report to credit reporting agencies each month. If you believe that information we reported is inaccurate or incomplete, please write us at Discover, P.O. Box 30939, Salt Lake City, UT 84130-0939. Please include your name, address, home phone number and Account number.

Our Communications with You

You agree that we, our Affiliates, and agents, including service providers ("Authorized Parties") may contact you, including calls, text message or email, about any current or future accounts or applications, with respect to all products you have with us at any phone number or email (i) you have provided to us, (ii) from which you contacted us, or (iii) which we obtained and believe we can reach you at, even if your phone provider may charge you message and data rates for calls or texts. You agree that the Authorized Parties may record or monitor any calls between you and the Authorized Parties. You agree to notify us if you change or discontinue using any phone number you provide. You agree that the Authorized Parties may contact you using an automatic dialer or pre-recorded voice message. If you no longer wish to be contacted on your cell phone by an automated dialer or pre-recorded voice message, you must provide us written notice cancelling your consent at this address: Discover Bank, P.O. Box 30937, Salt Lake City, UT 84130-0937. The written notice must include: your name, mailing address, the last four digits of your Account number and the specific cell phone number(s) for which you would like to cancel your consent to be contacted by an automated dialer or pre-recorded voice message.

Unauthorized Use

You must notify us immediately if:

- your Card is lost or stolen; or
- you believe someone is using your Account or a Card without your permission.

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Cancellation of Your Account

- You may cancel your Account. You will remain responsible for any amount you owe us under this Agreement.
- Any joint Accountholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed.
- We may cancel, suspend or not renew your Account at any time without notice.

OTHER IMPORTANT INFORMATION

Purchases and Cash Advances in Foreign Currencies

If you make a Purchase or Cash Advance in a foreign currency, we will convert it to U.S. dollars using a rate we choose. This rate will either be a government-mandated rate, a government-published rate or the interbank exchange rate, depending on the country and currency in which the transaction is made. We use the rate in effect on the conversion date for the transaction. This rate may be different than the rate in effect on the Transaction Date for the transaction.

Governing Law

This Agreement is governed by applicable federal law and by Delaware law. However, in the event you default and we file a lawsuit to recover funds loaned to you, the statute of limitations of the state where the lawsuit is filed will apply, without regard to that state's conflicts of laws principles or its "borrowing statute."

Severability

Except as set forth in the "Arbitration" section, if any part of this Agreement is found to be invalid, the rest of it will still remain in effect.

Enforcing this Agreement

We may delay enforcing or not enforce any of our rights under this Agreement without losing or waiving any of them.

Assignment of Account

We may sell, assign or transfer your Account or any portion of it without notice to you. You may not sell, assign or transfer your Account without first obtaining our prior written consent.

MILITARY BORROWERS

Statement of MAPR

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an Annual Percentage Rate of 36 percent. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account). If you would like more information about whether this section applies to you, please contact us at 1-844-DFS-4MIL (1-844-337-4645) anytime 24/7. If calling outside the U.S. you can contact us at +1-801-451-3730.

Oral Disclosures

Before agreeing to this Agreement, in order to hear important disclosures and payment information about this Agreement, please call 1-844-DFS-4MIL (1-844-337-4645) anytime 24/7. If calling outside the U.S. you can contact us at +1-801-451-3730.

CONTACT US

Unless we tell you otherwise, you can notify us: · by phone at 1-800-347-3085 or · in writing to Discover, P.O. Box 30943, Salt Lake City, UT 84130-0943. When writing, please include your name, address, home phone number and Account number. You must contact us within 15 days after changing your email address, mailing address or phone number.

DEFINITIONS

"Account" means your Discover card account.

"Affiliate" means our parent corporations, subsidiaries and affiliates.

"Authorized User" means any person you authorize to use your Account or a Card, whether you notify us or not.

"Balance Transfer" means a balance transferred from another creditor to your Account.

"Card" means any one or more Discover cards issued to you or someone else with your authorization.

"Cash Advance" means the use of your Account for:

- obtaining cash from participating automated teller machines, financial institutions or other locations; and
- online gambling, or to purchase lottery tickets, money orders, casino chips, foreign currency or similar items.

"Check" means any check we send to you to access your Account.

"Pricing Schedule" means the document entitled "Pricing Schedule," which lists the APRs that apply to your Account and other important information.

"Prime Rate" means the highest rate of interest listed as the U.S. Prime rate in the Money Rates section of the online *Wall Street Journal* (*www.wsj.com*) on the last business day of the month.

"Purchase" means the use of your Account to purchase or lease goods or services at participating merchants.

"We," "us" and "our" refer to Discover Bank, the issuer of your Card.

"You," "your" or "yours" refer to you and any other person(s) who are also contractually liable under this Agreement.

"Transaction Date" means the date shown on your billing statement for a transaction or fee.

ARBITRATION

Agreement to Arbitrate. In the event of a dispute between you and us arising out of or relating to this Account or the relationships resulting from this Account or any other dispute between you or us, including, for example, a dispute based on a federal or state statute or local ordinance ("Claim"), either you or we may choose to resolve the Claim 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 party requests it. THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION.

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.

This arbitration agreement does not apply if, on the date you submit your Application or on the date we seek to invoke this arbitration agreement, 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 (1-844-337-4645) or if you are calling from outside the US at +1-801-451-3730.

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 CARDMEMBERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim. The arbitrator may not award class, representative, or public injunctive relief. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular Claim for relief, then after all appeals from that decision have been exhausted, that Claim (and only that Claim) must be severed from the arbitration and may be brought in court. Only a court, and not an arbitrator, shall determine the validity, scope, and effect of the Class Action Waiver.

Your and Our Right To Go To Small Claims Court. You and we will not choose to arbitrate any individual Claim you or we bring in small claims court (or an equivalent court). This means you or we may bring an action in small claims court (or an equivalent court) without being subject to arbitration. However, if a Claim is transferred, removed, or appealed from small claims court to a different court, or if any Claim brought in small claims court exceeds the small claims court limit, you or 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"). The rules for the arbitration will be those in this arbitration agreement and the procedures of the AAA, but the rules in this arbitration agreement will be followed if there is disagreement between the agreement and the AAA's procedures. If the AAA's procedures change after the Claim is filed, the procedures in effect when the Claim was filed will apply.

For a copy of the AAA's procedures, to file a Claim or for other information, please contact the AAA at 1101 Laurel Oak Rd., Voorhees, NJ 08043, www.adr.org.

If the AAA is completely unavailable, and if you and we cannot agree on a substitute, then either you or we may request that a court with jurisdiction appoint a substitute.

Fees and Costs. If you wish to begin arbitration against us but you cannot afford to pay your share of the AAA's or arbitrator's costs and cannot obtain a waiver of costs from the AAA, we will advance those costs if you ask us in writing and are acting in good faith. Any request like this should be sent to Discover, P.O. Box 30421, Salt Lake City, UT 84130-0421. 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. Additionally, if you win the arbitration, the arbitrator may decide that you are entitled to be reimbursed your reasonable attorneys' fees and costs (if actually paid by you). The arbitrator may also allocate compensation, expenses, and administrative fees (which include filing and hearing fees) to any party upon the arbitrator's determination that the party's claim or counterclaim was filed for purposes of harassment or is patently frivolous.

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; and
- 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 AAA not later than 30 days after the original award issues. Appeal costs will be allocated consistent with the AAA's Consumer Arbitration Rules and Due Process Protocol.

Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction. Any finding, award, or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award, or judgment from any other arbitration shall impact the arbitration of any Claim.

Claim Notice and Special Payment. If you have a Claim, before initiating an arbitration proceeding, you may give us written notice of the Claim ("Claim Notice") at least 30 days before initiating the arbitration proceeding. The Claim Notice must include your name, address, and account number and explain in reasonable detail the nature of the Claim and any supporting facts. Any Claim Notice shall be sent to us at Discover, P.O. Box 794, Deerfield, IL 60015 (or such other address as we shall subsequently provide to you). If, and only if, (1) you submit a Claim Notice in accordance with this agreement on your own behalf (and not on behalf of any other party); and (2) an arbitrator, after finding in your favor in any respect on the merits of your Claim, issues you an award that (excluding any arbitration fees or attorneys' fees and costs awarded by the arbitrator) is greater than the value of Discover's last written settlement offer made before an arbitrator was selected, then you will be entitled to the amount of the award or $7,500, whichever is greater. If you are entitled to the $7,500, you will receive in addition any arbitration fees or attorneys' fees and costs awarded by the arbitrator.

Other Beneficiaries of this Agreement. In addition to you and us, the rights and duties described in this arbitration agreement apply to: our Affiliates, successors, subsidiaries, and our and their officers, directors and employees; any third party co-defendant of a Claim subject to this arbitration agreement; and all joint Accountholders and Authorized Users of your Account(s).

Survival of this Agreement. This arbitration agreement shall survive:

- closing of your Account;
- voluntary payment of your Account or any part of it;
- any legal proceedings to collect money you owe;
- any bankruptcy by you; and
- any sale, assignment, or transfer 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 the Card after your Account is opened. You must send the notice of rejection to: Discover, P.O. Box 30938, Salt Lake City, UT 84130-0938.

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 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 agreement for this Account. Rejection of arbitration for this Account will not constitute rejection of any prior or future arbitration agreement between you and us.

Your Billing Rights: Keep This Document For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:
Discover
P.O. Box 30421
Salt Lake City, UT 84130-0421.
You may also contact us on the Web: https://discover.com/billingerrornotice

In your letter or on the Web, please give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- By 5:00 P.M. ET on the date an automated payment is scheduled, if you want to stop payment on the amount you think is wrong. You must notify us of any potential errors in writing or electronically. You may call us, but if you do we are not necessarily required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter or Web Submission

When we receive your written or electronic notice, we must do two things:

1. Within 30 days of receiving your notice, we must tell you that we received it. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your notice, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may continue to appear on your statement.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us (or visit https://discover.com/billingerrornotice) within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically at:

Discover
P.O. Box 30945
Salt Lake City, UT 84130-0945
https://discover.com/billingerrornotice

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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[redacted]

DISCOVER IT® CARD ENDING IN 6750
CARDMEMBER SINCE 2020

DISCOVER

Account Summary 03/03/2023 - 04/02/2023

Previous Balance	$5,965.81
Payments and Credits	+$0.00
Purchases	+$0.00
Balance Transfers	+$0.00
Cash Advances	+$0.00
Fees Charged	+$41.00
Interest Charged	+$131.80
New Balance:	**$6,138.61**

See Interest Charge Calculation section following the Fees and Interest Charged section for detailed APR information

Credit Line	$5,000
Credit Line Available	$0
Cash Advance Credit Line	$1,000
Cash Advance Credit Line Available	$0

[redacted] FICO® Score 8 based on TransUnion® data:

[redacted] **AS OF 03/27/23**
Updated Monthly

See Key Factors that help explain your score at Discover.com or visit our mobile app

Payment Information

New Balance	Minimum Payment*	Payment Due Date
$6,138.61	$1,265.00	04/28/2023

* Includes past due amount of $1072.00

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to $41.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	20 years	$19,722

If you would like information about credit counseling services, call us at 1-800-347-1121.

Payment Coupon

Detach at perforation above and return with check payable to Discover. Do not fold, clip, staple or send cash.

NICOLE L DEWEY
29519 BACKBONE ROAD
SEDALIA MO 65301

[redacted]

Notice: See reverse side for important information

ACCOUNT NUMBER ENDING IN 6750

New Balance	$6,138.61
Minimum Payment Due	$1,265.00
Payment Due Date	04/28/2023

Amount Enclosed $

For a faster, easier way to pay... Discover.com 1-800-347-2683
See reverse for payment cut off times.

PO BOX 6103
CAROL STREAM IL 60197-6103

New address, email or phone? Please update on reverse.

[redacted]

Not an Official Court Document

Important Information
See your Cardmember Agreement. Your Cardmember Agreement contains all the terms of your Account.

Lost or Stolen Cards. Report immediately! Call 1-800-347-2683.

What To Do If You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at Discover, PO Box 30421, Salt Lake City, UT 84130-0421, or submit the form provided at https://discover.com/billingerrornotice. You must contact us within 60 days after the error appeared on your statement. You may call us, but if you do we are not required to investigate any potential errors, and you may have to pay the amount in question. The Billing Rights Notice further explains your rights. Please see your Cardmember Agreement or visit https://discover.com/billingrights for a copy of this Notice.

Payments. You may pay all or part of your Account balance at any time. However, you must pay at least the Minimum Payment Due by the Payment Due Date. Send only your allowable form of payment ("Payment") and the bottom portion of this statement in the envelope provided, after affixing postage. Payments sent without proper postage will be returned to the sender. If you pay by check, you authorize us to use information on your check to make an electronic fund transfer from your account at the financial institution indicated on your check or to process the payment as a check transaction. If a Payment is processed as an electronic fund transfer, the transfer will be for the amount of the check, funds may be withdrawn from your account as soon as the same day we receive your check, and you will not receive your check back.

Please do not send cash. Sending cash is not allowed. The processing of your allowable form of Payment may be delayed if you send cash or correspondence with your Payments, if you send the Payment to any other address, or if you use an envelope other than the one provided. Payments received at our processing facility by 5PM local time on any day will be credited to your Account as of that day. Payments received at our processing facility after 5PM local time will be credited to your Account as of the next day. If you have misplaced your envelope, send your Payment to Discover, PO Box 6103, Carol Stream, IL 60197-6103. Please allow 7-10 days for delivery. If your Payment is returned unpaid, we reserve the right to resubmit it as an electronic debit. **Payments made online or by phone before Midnight Eastern Time on any day except your Statement Closing Date will be credited as of the same day; on your Statement Closing Date, online and phone payments must be made before 5:00 PM Eastern Time to be credited as of that day.**

You can also make a Payment or set up automatic payments by calling 1-800-347-2683. Automatic payments for the billing period shown on your statement will be deducted on the Payment Due Date shown on that statement, or the next automatic payment date referred to on your statement, unless you request a recurring payment date that occurs before your Payment Due Date. In order to schedule monthly payments by telephone, you will need this statement and your bank account information. You will be asked to provide the last four (4) digits of the social security number of the primary borrower as your electronic signature. By providing those numbers, you will be agreeing to this authorization to allow us and your bank to deduct each payment you authorize, in the amount selected by you, from your bank account. You also authorize us to initiate debit or credit entries to your bank account, as applicable, to correct an error in the processing of such payment. You can cancel or modify a payment from your bank account until 5:00 PM Eastern Time on the day such payment is scheduled by calling 1-800-347-2683 or by mail at Discover, PO Box 30421, Salt Lake City, UT 84130-0421. Same day online or phone payments from bank account made after 5:00 PM Eastern Time may be modified before Midnight Eastern Time of that day. Payments from Cashback Bonus cannot be modified or cancelled after being made or scheduled.

If your payments may vary in amount, we will tell you on each monthly billing statement when your payment will be made and how much it will be. You must ensure that sufficient funds are available in your bank account, and all transactions must comply with U.S. law.

You can set up automatic payments for: (i) statement New Balance, (ii) statement Minimum Payment Due, (iii) statement Minimum Payment Due plus a fixed dollar amount, or (iv) other dollar amount. If your scheduled "Other dollar amount" payment is not enough to cover the Minimum Payment Due as listed on your monthly billing statement, your scheduled payment for that month will be increased to cover the Minimum Payment Due. If the scheduled payment is greater than the Minimum Payment Due, any excess will be applied in accordance with your Cardmember Agreement. If your scheduled payment is greater than the New Balance on your billing statement, that payment will be processed only for the amount of your New Balance. Your automatic payment amount may be less than the amount indicated on the billing statement based on credits or payments after the Close Date.

If you enroll by phone in our automatic payment service, please fill-in the following blanks below and retain the authorization for your records.

Amount
◯ Full Pay _____ ◯ Min Pay _____
◯ Min Pay+ $_____ ◯ Other Amount $ _____
Bank Routing # _____
Bank Account # _____
Monthly on the ◯ Payment Due Date, or ◯ _____ Day of the month (INSERT DATE)

Credit Reporting. Credit Reporting. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We normally report the status and payment history of your Account to credit reporting agencies each month. If you believe that our report is inaccurate or incomplete, please write us at this address: Discover, PO Box 30939, Salt Lake City, UT 84130-0939. Please include your name, address, home telephone number and Account number.

Paying Interest. Your due date is at least 25 days after the close of each billing period (at least 23 days for billing periods that begin in February). We will begin charging interest on Cash Advances and Balance Transfers as of the later of the Transaction Date or the first day of the billing period in which the transaction posted to your Account. If you pay the New Balance on your current billing statement by the Payment Due Date shown on that billing statement, we will not impose interest charges on New Purchases. New Purchases are Purchases that first appear on the next billing statement. Interest will continue to accrue each day on purchases that appeared on previous billing statements until you pay the New Balance in full and will be billed in the next billing cycle.

How We Calculate Interest Charges. We Use the Daily Balance Method (including current transactions) to calculate the Balance Subject to Interest Rate. For more information, please call us at 1-800-347-2683.

Balance Subject To Interest Rate. Your statement shows a Balance Subject to Interest Rate. It shows this for each transaction category. The Balance Subject to Interest Rate is the average of the daily balances during the billing period.

Credit Balances. If your Account has a credit balance, the amount is shown on the front of your billing statement. A credit balance is money that is owed to you. You may make charges against this amount if your Account is open. We will send you a refund of any remaining balance of $1.00 or more after 6 months, or as otherwise required by applicable law, or upon request made to the address in the Contact Us section on page 3 of your billing statement.

Balance Transfers. Balance Transfers are offered at our discretion and accrue interest at the standard purchase rate unless we tell you otherwise.

Discover may monitor and/or record telephone calls between you and Discover representatives for quality assurance purposes.

Send inquiries to Discover, PO Box 30943, Salt Lake City, UT 84130
The Discover® card is issued by Discover Bank, Member FDIC.

DIT23-27.0420

Change of Address

If correct on front, do not use. To make changes to your address, email or telephone number, please print clearly in blue or black ink, in the space provided or visit Discover.com.

Street Address _____ Home Phone _____

_____ Work Phone _____

City _____ Email _____

State, Zip _____

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ONLINE
Discover.com or download our app

PHONE
1-800-347-2683
TDD 1-800-347-7449

PAYMENTS
Discover
PO Box 6103
Carol Stream
IL 60197-6103

DISCOVER IT® CARD ENDING IN 6750
OPEN TO CLOSE DATE: 03/03/2023 - 04/02/2023

Transactions

NO ACTIVITY FOR THIS BILLING PERIOD

Cashback Bonus® Rewards

PREVIOUS BALANCE	**$0.00**
EARNED THIS PERIOD	**+$0.00**
REDEEMED THIS PERIOD	**-$0.00**
CASHBACK BONUS BALANCE	**$0.00**

Fees and Interest Charged

FEES FOR THIS PERIOD	**AMOUNT**
LATE FEE	$41.00
TOTAL FEES FOR THIS PERIOD	**$41.00**

INTEREST CHARGED FOR THIS PERIOD	**AMOUNT**
INTEREST CHARGE ON PURCHASES	$131.80
INTEREST CHARGE ON CASH ADVANCES	$0.00
INTEREST CHARGE ON BALANCE TRANSFERS	$0.00
TOTAL INTEREST FOR THIS PERIOD	**$131.80**

2023 TOTALS YEAR-TO-DATE CHARGED	**AMOUNT**
TOTAL FEES CHARGED IN 2023	$164.00
TOTAL INTEREST CHARGED IN 2023	$487.61

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

CURRENT BILLING PERIOD: 31 DAYS

TYPE OF BALANCE	APR*	PROMO APR EXPIRES**	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	25.74% V	N/A	$6,029.34	$131.80
Cash Advances	29.74% V	N/A	$0.00	$0.00

V = VARIABLE RATE

Variable APRs will not exceed 29.99%.
* If your account is currently enrolled in a special program or is placed into one during the term of the offer, you will receive the benefit of the lower rate while the special program is in effect. This includes, if applicable, any lower rates as authorized under the Servicemembers Civil Relief Act.
** This is the date your promotional rate expires and the remaining balance will be moved to your standard APR disclosed when you accepted the offer. Please note: Changing your payment due date may change your Promo APR Expiration Date.
*** For more information, please call us at 1-800-347-2683.

Information For You

FICO® Credit Score Terms

Your FICO® Credit Score, key factors, and other credit information use the FICO® Score 8 model. They are based on data from TransUnion® and may be different from other credit scores and other credit information provided by different bureaus. This information is intended for and only provided to Primary account holders who have an available score. Your score, key factors and other credit information are available on Discover.com and cardmembers are also provided a score on statements. Customers will see up to a year of recent scores online. Discover and other lenders may use different inputs, such as FICO® Credit Scores, other credit scores and more information in credit decisions. This benefit may change or end in the future. FICO is a registered trademark of Fair Isaac Corporation in the United States and other countries.

If you prefer not to receive your FICO® Credit Score just call us at 1-800-DISCOVER (1-800-347-2683). Please give us two billing cycles to process your request.

Discover Financial Services and Fair Isaac are not credit repair organizations as defined under federal or state law, including the Credit Repair Organizations Act. Discover Financial Services and Fair Isaac do not provide "credit repair" services or assistance regarding "rebuilding" or "improving" your credit record, credit history or credit rating.

Availability of FICO® Credit Score

As an active cardmember, you may see your FICO® Credit Score on your monthly statement or online. Reasons why you may not see your FICO® Credit Score include: if you opt out; if you have key information that is mismatched or missing, as one example, an address change that has not been updated with Discover or TransUnion®; if your credit history is too new; if your account status is abandoned, bankrupt, fraud, lost or stolen, closed, revoked, or charged off; if you have a foreign address. Your FICO® Score is disclosed on statements when your statement is available. You may not receive a statement if you have no account activity such as no purchase transactions, fees, interest, or payments for approximately 30 days.

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Discover.com or download our app

PHONE
1-800-347-2683
TDD 1-800-347-7449

PAYMENTS
Discover
PO Box 6103
Carol Stream
IL 60197-6103

DISCOVER IT® CARD ENDING IN 6750
OPEN TO CLOSE DATE: 03/03/2023 - 04/02/2023

FICO® Credit Score

[redacted]

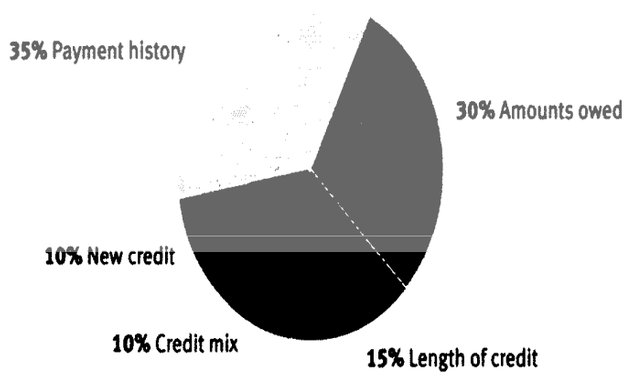
FICO® Credit Score History

[redacted]

Important Information:
We may not always receive a score for you each month, so there may be months with no scores.
For questions on the availability of your score go to the "Information For You" section of this statement.
The FICO® Score 8 based on TransUnion data is the score that Discover uses.

This chart will be shown in every Jan, Apr, Jul and Oct statement when you have up to 12 months of scores. Log in to Discover.com/FICO any time to see key factors that help explain your scores.

FICO® Credit Scores consider the following for the general population



See FICO® Credit Score Terms in the "Information For You" section of this statement.

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[redacted]

DISCOVER IT® CARD ENDING IN 6750
CARDMEMBER SINCE 2020

DISCOVER

Account Summary 04/03/2023 - 04/30/2023

Previous Balance	$6,138.61
Payments and Credits	-$6,138.61
Purchases	+$0.00
Balance Transfers	+$0.00
Cash Advances	+$0.00
Fees Charged	+$0.00
Interest Charged	+$0.00
New Balance:	**$0.00**

See Interest Charge Calculation section following the Fees and Interest Charged section for detailed APR information

Credit Line	$5,000
Credit Line Available	$0
Cash Advance Credit Line	$1,000
Cash Advance Credit Line Available	$0

Your FICO® Score is unavailable. Log in at Discover.com/FICO or contact us at 1-800-347-2683 to learn more.

Payment Information

New Balance	Minimum Payment	Payment Due Date
$0.00	$1,385.59	05/25/2023

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to $41.00.

Not an Official Court Document

Payment Coupon

Detach at perforation above and return with check payable to Discover. Do not fold, clip, staple or send cash.

Notice: See reverse side for important information

ACCOUNT NUMBER ENDING IN 6750

New Balance	$0.00
Minimum Payment Due	$1,385.59
Payment Due Date	05/25/2023

Amount Enclosed $

For a faster, easier way to pay... Discover.com 1-800-347-2683
See reverse for payment cut off times.

NICOLE L DEWEY
29519 BACKBONE ROAD
SEDALIA MO 65301

PO BOX 6103
CAROL STREAM IL 60197-6103

New address, email or phone? Please update on reverse.

[redacted]

Important Information
See your Cardmember Agreement. Your Cardmember Agreement contains all the terms of your Account.

Lost or Stolen Cards. Report immediately! Call 1-800-347-2683.

What To Do If You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at Discover, PO Box 30421, Salt Lake City, UT 84130-0421, or submit the form provided at https://discover.com/billingerrornotice. You must contact us within 60 days after the error appeared on your statement. You may call us, but if you do we are not required to investigate any potential errors, and you may have to pay the amount in question. The Billing Rights Notice further explains your rights. Please see your Cardmember Agreement or visit https://discover.com/billingrights for a copy of this Notice.

Payments. You may pay all or part of your Account balance at any time. However, you must pay at least the Minimum Payment Due by the Payment Due Date. Send only your allowable form of payment ("Payment") and the bottom portion of this statement in the envelope provided, after affixing postage. Payments sent without proper postage will be returned to the sender. If you pay by check, you authorize us to use information on your check to make an electronic fund transfer from your account at the financial institution indicated on your check or to process the payment as a check transaction. If a Payment is processed as an electronic fund transfer, the transfer will be for the amount of the check, funds may be withdrawn from your account as soon as the same day we receive your check, and you will not receive your check back.

Please do not send cash. Sending cash is not allowed. The processing of your allowable form of Payment may be delayed if you send cash or correspondence with your Payments, if you send the Payment to any other address, or if you use an envelope other than the one provided. Payments received at our processing facility by 5PM local time on any day will be credited to your Account as of that day. Payments received at our processing facility after 5PM local time will be credited to your Account as of the next day. If you have misplaced your envelope, send your Payment to Discover, PO Box 6103, Carol Stream, IL 60197-6103. Please allow 7-10 days for delivery. If your Payment is returned unpaid, we reserve the right to resubmit it as an electronic debit. **Payments made online or by phone before Midnight Eastern Time on any day except your Statement Closing Date will be credited as of the same day; on your Statement Closing Date, online and phone payments must be made before 5:00 PM Eastern Time to be credited as of that day.**

You can also make a Payment or set up automatic payments by calling 1-800-347-2683. Automatic payments for the billing period shown on your statement will be deducted on the Payment Due Date shown on that statement, or the next automatic payment date referred to on your statement, unless you request a recurring payment date that occurs before your Payment Due Date. In order to schedule monthly payments by telephone, you will need this statement and your bank account information. You will be asked to provide the last four (4) digits of the social security number of the primary borrower as your electronic signature. By providing those numbers, you will be agreeing to this authorization to allow us and your bank to deduct each payment you authorize, in the amount selected by you, from your bank account. You also authorize us to initiate debit or credit entries to your bank account, as applicable, to correct an error in the processing of such payment. You can cancel or modify a payment from your bank account until 5:00 PM Eastern Time on the day such payment is scheduled by calling 1-800-347-2683 or by mail at Discover, PO Box 30421, Salt Lake City, UT 84130-0421. Same day online or phone payments from bank account made after 5:00 PM Eastern Time may be modified before Midnight Eastern Time of that day. Payments from Cashback Bonus cannot be modified or cancelled after being made or scheduled.

If your payments may vary in amount, we will tell you on each monthly billing statement when your payment will be made and how much it will be. You must ensure that sufficient funds are available in your bank account, and all transactions must comply with U.S. law.

You can set up automatic payments for: (i) statement New Balance, (ii) statement Minimum Payment Due, (iii) statement Minimum Payment Due plus a fixed dollar amount, or (iv) other dollar amount. If your scheduled "Other dollar amount" payment is not enough to cover the Minimum Payment Due as listed on your monthly billing statement, your scheduled payment for that month will be increased to cover the Minimum Payment Due. If the scheduled payment is greater than the Minimum Payment Due, any excess will be applied in accordance with your Cardmember Agreement. If your scheduled payment is greater than the New Balance on your billing statement, that payment will be processed only for the amount of your New Balance. Your automatic payment amount may be less than the amount indicated on the billing statement based on credits or payments after the Close Date.

If you enroll by phone in our automatic payment service, please fill-in the following blanks below and retain the authorization for your records.

Amount
◯ Full Pay _____ ◯ Min Pay _____
◯ Min Pay+ $_____ ◯ Other Amount $ _____
Bank Routing # _____
Bank Account # _____
Monthly on the ◯ Payment Due Date, or ◯ _____ Day of the month (INSERT DATE)

Credit Reporting. Credit Reporting. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We normally report the status and payment history of your Account to credit reporting agencies each month. If you believe that our report is inaccurate or incomplete, please write us at this address: Discover, PO Box 30939, Salt Lake City, UT 84130-0939. Please include your name, address, home telephone number and Account number.

Paying Interest. Your due date is at least 25 days after the close of each billing period (at least 23 days for billing periods that begin in February). We will begin charging interest on Cash Advances and Balance Transfers as of the later of the Transaction Date or the first day of the billing period in which the transaction posted to your Account. If you pay the New Balance on your current billing statement by the Payment Due Date shown on that billing statement, we will not impose interest charges on New Purchases. New Purchases are Purchases that first appear on the next billing statement. Interest will continue to accrue each day on purchases that appeared on previous billing statements until you pay the New Balance in full and will be billed in the next billing cycle.

How We Calculate Interest Charges. We Use the Daily Balance Method (including current transactions) to calculate the Balance Subject to Interest Rate. For more information, please call us at 1-800-347-2683.

Balance Subject To Interest Rate. Your statement shows a Balance Subject to Interest Rate. It shows this for each transaction category. The Balance Subject to Interest Rate is the average of the daily balances during the billing period.

Credit Balances. If your Account has a credit balance, the amount is shown on the front of your billing statement. A credit balance is money that is owed to you. You may make charges against this amount if your Account is open. We will send you a refund of any remaining balance of $1.00 or more after 6 months, or as otherwise required by applicable law, or upon request made to the address in the Contact Us section on page 3 of your billing statement.

Balance Transfers. Balance Transfers are offered at our discretion and accrue interest at the standard purchase rate unless we tell you otherwise.

Discover may monitor and/or record telephone calls between you and Discover representatives for quality assurance purposes.

Send inquiries to Discover, PO Box 30943, Salt Lake City, UT 84130
The Discover® card is issued by Discover Bank, Member FDIC.

DIT23-27.0420

Change of Address

If correct on front, do not use. To make changes to your address, email or telephone number, please print clearly in blue or black ink, in the space provided or visit Discover.com.

Street Address		Home Phone	
		Work Phone	
City		Email	
State, Zip			

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[redacted]

ONLINE
Discover.com or download our app

PHONE
1-800-347-2683
TDD 1-800-347-7449

PAYMENTS
Discover
PO Box 6103
Carol Stream
IL 60197-6103

DISCOVER IT® CARD ENDING IN 6750
OPEN TO CLOSE DATE: 04/03/2023 - 04/30/2023

Transactions

TRANS. DATE	PAYMENTS AND CREDITS	AMOUNT
04/03	CASHBACK BONUS STATEMENT CREDIT	-$2.41
04/30	INTERNAL CHARGE-OFF	-$6,136.20

Cashback Bonus® Rewards

PREVIOUS BALANCE	**$0.00**
EARNED THIS PERIOD	**+$0.00**
REDEEMED THIS PERIOD	**-$0.00**
CASHBACK BONUS BALANCE	**$0.00**

Fees and Interest Charged

TOTAL FEES FOR THIS PERIOD	**$0.00**
TOTAL INTEREST FOR THIS PERIOD	**$0.00**

2023 TOTALS YEAR-TO-DATE CHARGED	**AMOUNT**
TOTAL FEES CHARGED IN 2023	$164.00
TOTAL INTEREST CHARGED IN 2023	$487.61

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

CURRENT BILLING PERIOD: 28 DAYS

TYPE OF BALANCE	APR*	PROMO APR EXPIRES**	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	25.74% V	N/A	$0.00	$0.00
Cash Advances	29.74% V	N/A	$0.00	$0.00

V = VARIABLE RATE

Variable APRs will not exceed 29.99%.
* If your account is currently enrolled in a special program or is placed into one during the term of the offer, you will receive the benefit of the lower rate while the special program is in effect. This includes, if applicable, any lower rates as authorized under the Servicemembers Civil Relief Act.
** This is the date your promotional rate expires and the remaining balance will be moved to your standard APR disclosed when you accepted the offer. Please note: Changing your payment due date may change your Promo APR Expiration Date.
*** For more information, please call us at 1-800-347-2683.

Information For You

Availability of FICO® Credit Score

As an active cardmember, you may see your FICO® Credit Score on your monthly statement or online. Reasons why you may not see your FICO® Credit Score include: if you opt out; if you have key information that is mismatched or missing, as one example, an address change that has not been updated with Discover or TransUnion; if your credit history is too new; if your account status is abandoned, bankrupt, fraud, lost or stolen, closed, revoked, or charged off; if you have a foreign address. Your FICO® Score is disclosed on statements when your statement is available. You may not receive a statement if you have no account activity such as no purchase transactions, fees, interest, or payments for approximately 30 days.

FICO is a registered trademark of Fair Isaac Corporation in the United States and other countries.

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IN THE CIRCUIT COURT OF PETTIS COUNTY
CIRCUIT DIVISION
STATE OF MISSOURI

Discover Bank
Plaintiff, Cause No.
vs.
Nicole L Dewey Division No.:
Defendant(s).

VERIFICATION

I, the undersigned attorney, of lawful age, state that my office accessed the Defense Manpower Data Center website and conducted a search of Defendant's first name, last name, and social security number, and found no records of Defendant as an active Servicemember in Military Service of the Armed Forces of the United States of America, as those terms are defined in the Servicemembers Civil Relief Act, 50 U.S.C. § 3931.

/s/ Ferdinand Hernandez 8/30/2023

Under penalty of perjury provided by law pursuant to Section 509.030 of the Missouri Revised Statutes the above signed certifies that the statements set forth in this instrument are true and correct to the best of my information, knowledge and belief. Date

Blitt and Gaines, P.C.
Attorney for Plaintiff
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23038942

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Status Report
Pursuant to Servicemembers Civil Relief Act

Last Name: DEWEY
First Name: NICOLE
Middle Name: L
Status As Of: Aug-30-2023
Certificate ID: 77RXX21NJBY7WW5

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

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The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: https://scra.dmdc.osd.mil/scra/#/faqs. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

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