Electronically Filed - LAFAYETTE - August 23, 2023 - 06:05 AM

Matthew D. Hawkins, Esq. Bar #69125
Matthew M. Peters, Esq. Bar #67364
Zwicker & Associates, P.C.
A Law Firm Engaged in Debt Collection
P.O. Box 12570
Overland Park, KS 66282
Telephone: (866) 200-9338
Fax: (913) 800-4360
E-Mail: ksmolitigation@zwickerpc.com

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

DISCOVER BANK, Case No.

Plaintiff

vs.

DIANE ROVITO,
[redacted],

Defendant(s)

PETITION

Plaintiff, DISCOVER BANK (herein after referred to as "Plaintiff"), by and through its attorneys, Zwicker & Associates, P.C., for its Petition against DIANE ROVITO ("Defendant(s)"), states as follows:

Electronically Filed - LAFAYETTE - August 23, 2023 - 06:05 AM

PARTIES

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

BREACH OF CONTRACT

4. Plaintiff incorporates by reference paragraphs one (1) through three (3) above as though fully set forth herein. All foregoing exhibits are hereby incorporated by reference pursuant to Missouri Rule of Civil Procedure 55.12.
5. On or about 06/28/18, Defendant(s) entered into a credit relationship with Plaintiff and Plaintiff established an account for the Defendant(s). The account is identified as ending in [redacted] ("Account").
6. This Account is governed by the terms contained in a credit account agreement ("Agreement"). This Agreement is attached hereto as Exhibit "1".
7. Credit services were provided to Defendant(s), and Defendant(s)'s use, acceptance, or failure to reject said services constituted Defendant(s)'s acceptance of the obligations contained within the terms and conditions of the Agreement. (A record of the governing terms and conditions of the Agreement accompany and are incorporated by reference within the attached Plaintiff's Affidavit).
8. Defendant(s) subsequently defaulted on the terms and conditions of the Agreement enabling Plaintiff to enact the default provisions contained within the Agreement.
9. Defendant(s) owes Plaintiff $1,700.29.
10. Plaintiff has performed all conditions precedent to bringing this action, or the same have been waived by the Defendant(s).

Wherefore, Plaintiff demands judgment in the amount of $1,700.29 against Defendant(s), plus post-judgment interest, and court costs to the extent permitted by applicable law.

Zwicker & Associates, P.C.

By: /s/Matthew M. Peters

[ ] Matthew D. Hawkins, Esq. Bar #69125
[X] Matthew M. Peters, Esq. Bar #67364
Zwicker & Associates, P.C.
A Law Firm Engaged in Debt Collection
Attorneys for Plaintiff
P.O. Box 12570
Overland Park, KS 66282
Telephone: (866) 200-9338
Fax: (913) 800-4360
E-Mail: ksmolitigation@zwickerpc.com

CERTIFICATE OF COMPLIANCE

The undersigned reviewed the foregoing and certifies that it complies with redaction requirements of Missouri Supreme Court Operating Rule 2 and Missouri Supreme Court Rules of Civil Procedure Rule 55.025.

By: /s/Matthew M. Peters

[ ] Matthew D. Hawkins, Esq. Bar #69125
[X] Matthew M. Peters, Esq. Bar #67364

Electronically Filed - LAFAYETTE - August 23, 2023 - 06:05 AM

Electronically Filed - LAFAYETTE - August 23, 2023 - 06:05 AM

EXHIBIT "1"

Electronically Filed - LAFAYETTE - August 23, 2023 - 06:05 AM

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. You must notify us if you wish to cancel the authority of an Authorized User to use your Account.

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 $27 if you were not charged a Late Fee during any of the prior six billing periods. Otherwise, the fee is $37. 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 $27 if you were not charged a Returned Payment Fee during any of the prior six billing periods. Otherwise, the fee is $37. 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.

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.

©2018 Discover Bank, Member FDIC

Electronically Filed - LAFAYETTE - August 23, 2023 - 06:05 AM

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.

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 paid the New Balance on your previous billing statement by the Payment Due Date shown on that billing statement, we will not impose interest charges on new Purchases, or any portion of a new Purchase, paid by the Payment Due Date on your current billing statement. New Purchases are Purchases that first appear on the current billing statement.

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 a merchant, wallet provider, or other third party. If your card information changes, which may include billing address, you authorize us to provide this updated information to any such merchant, wallet provider, or other third-party at our discretion. You must contact the merchant, wallet provider, or other third-party directly or remove your credit card information from the merchant site, wallet provider, or third-party if you wish to stop automatic billing or account updates.

Our Privacy Policy

We send you our Privacy Policy when you open your Account and annually. 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.

Reporting to Credit Reporting Agencies

We may from time to time review your credit, employment and income records. 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, PO Box 15316, Wilmington, DE 19850-5316. Please include your name, address, home phone number and Account number.

Our Communications with You

You agree that we (and our affiliates, agents, and contractors) may monitor or record any calls between you and us. If we need to contact you to service your Account or to collect amounts you owe to us, you authorize us (and our affiliates, agents and contractors) to contact you at any number (i) you have provided to us, (ii) from which you called us, or (iii) which we obtained and believe we can reach you at. You must notify us if your number changes. We may contact you in any way, such as calling, texting, or email. We may contact you using an automated dialer or using pre-recorded voice messages. Discover Bank, its affiliates and agents may call you, which includes text messages, about any current or future accounts or applications, regarding all products you have or may have with Discover Bank at any phone number you provide. We may contact you on a mobile, wireless, or similar device, even if you are charged for it by your provider.

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.

Electronically Filed - LAFAYETTE - August 23, 2023 - 06:05 AM

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

If any part of this Agreement is found to be invalid, the rest of it will still remain in effect. However, if the Class Action Waiver in the "Arbitration of Disputes" section is invalidated in any proceeding in which you and we are involved, then the "Arbitration of Disputes" section will be void with respect to that proceeding.

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 US, 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 US, 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, PO 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 e-mail 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 to:

- obtain cash from participating automated teller machines, financial institutions or other locations;
- 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 Wall Street Journal* 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 ("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 side requests it. THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION.

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 Provision does not apply if, on the date you submit your Application or on the date we seek to invoke our arbitration provision, you are a member of the Armed Forces or a dependent of such a member covered by the federal Military Lending Act. If you would like more information about whether you are covered by the Military Lending Act, please contact us at 1-844-DFS-4MIL (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. 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 Right to Go To Small Claims Court. We will not choose to arbitrate any individual claim you bring in small claims court or your state's equivalent court. However, if such a claim is transferred, removed or appealed to a different court, we may then choose to arbitrate.

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

For a copy of each organization's procedures, to file a claim or for other information, please contact:

• AAA at 1101 Laurel Oak Rd., Voorhees, NJ 08043, www.adr.org (phone 1-877-495-4185) or

• JAMS at 620 Eighth Ave., Floor 34, New York, NY 10018,www.jamsadr.com (phone 1-800-352-5267).

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

Fees and Costs. If you wish to begin arbitration against us but you cannot afford to pay the organization's or arbitrator's costs, we will advance those costs if you ask us in writing. Any request like this should be sent to Discover, PO 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).

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

The arbitrator must:

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

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

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.

Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction.

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

Survival of this Provision. This arbitration provision 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 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, PO 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 also must not be sent with any other correspondence. Rejection of arbitration will not affect your other rights or responsibilities under this Agreement. If you reject arbitration, neither you nor we will be subject to the arbitration provisions for this Account. 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
PO 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
PO 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.

Electronically Filed - LAFAYETTE - August 23, 2023 - 06:05 AM

Electronically Filed - LAFAYETTE - August 23, 2023 - 06:05 AM

EXHIBIT "2"

Electronically Filed - LAFAYETTE - August 23, 2023 - 06:05 AM

ACCOUNT NUMBER: **XXXXXXXXXXXX**
BALANCE: **$ 1,700.29**
CARDMEMBER (S): **DIANE ROVITO**

STATE OF OHIO
COUNTY OF FRANKLIN

Fred Wingate, 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:

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 26K." A true and correct copy of these terms and conditions have been provided to DISCOVER BANK's counsel in this case.

Exhibit A 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, and shows the amount that is now due and owing Discover Bank on the account.

Electronically Filed - LAFAYETTE - August 23, 2023 - 06:05 AM

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 24 day of July, 2023.

Stacey L Proctor

NOTARY PUBLIC STATE OF OHIO

STACEY L PROCTOR
Notary Public
State of Ohio
My Comm. Expires
May 21, 2027

Not an Official Court Document

Electronically Filed - LAFAYETTE - August 23, 2023 - 06:05 AM

DISCOVER

Discover it® Card

Account number ending in [redacted]
Open Date: Feb 13, 2019- Close Date: Mar 12, 2019
Cardmember Since 2018

ACCOUNT SUMMARY

Previous Balance		$1,663.29
Payments and Credits	+	$0.00
Purchases	+	$0.00
Balance Transfers	+	$0.00
Cash Advances	+	$0.00
Fees Charged	+	$37.00
Interest Charged	+	$0.00
New Balance		$1,700.29

See Interest Charge Calculation section following the Transactions section for detailed APR information

Credit Line	$1,700
Credit Line Available	$0
Cash Advance Credit Line	$300
Cash Advance Credit Line Available	$0

You may be able to avoid interest on Purchases. See reverse for details.

FICO Score Meter

FICO

Your FICO® Credit Score on 3/6/19

Track recent FICO® Scores on our mobile app or online

You are overlimit by $0.29. Paying more than the Minimum Payment Due will reduce your overlimit amount.

PAYMENT INFORMATION

New Balance	**$1,700.29**
Minimum Payment Due *	$174.00
Payment Due Date	April 7, 2019
* Includes past due amount of:	$117.00

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 $37.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you 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	6 years	$2,633

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

REWARDS

Cashback Bonus ®		Anniversary Month June
Opening Balance	$	0.00
New Cashback Bonus This Period	+ $	0.00
Redeemed This Period	- $	0.00
Cashback Bonus Balance	**$**	**0.00**

To learn more, log in at **Discover.com**

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Make Check payable to Discover. Do Not Send Cash.
Please fold on the perforation below, detach and return with your payment.

Payment Coupon
Please do not fold, clip or staple.

Pay Online
Discover.com

Pay by Phone
1-800-347-3085

Account number ending in	[redacted]
Minimum Payment Due	$174.00
New Balance	$1,700.29
Payment Due Date	April 7, 2019
Amount enclosed	$

DIANE ROVITO
[redacted]

PO BOX 790213
ST. LOUIS, MO 63179-0213

Phone and Internet payments must be received before midnight ET on your due date to be credited as of the same day.
Address, e-mail or telephone changed? Note changes on reverse side.

00000 19866 23515474 27301 700 290 18000000 17400

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

Lost or stolen cards. Report immediately! Call **1-800-347-3085.**

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 hove 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 on electronic debit. Payments made online or by phone will be credited as of the day of receipt if made by Midnight ET on the Payment Due Date or 5PM ET on any other day.

You can also make a Payment or set up automatic payments by calling 1-800-347-3085. 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. If your scheduled payment date falls on a weekend or bank holiday, your payment will be processed the business day prior to the weekend or bank holiday. 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 lost 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 a scheduled payment by phone at 1-800-347-3085 or by mail at Discover, PO Box 30421, Salt Lake City, UT 84130-0421; payment cancellations must be received before 5 PM ET of the scheduled withdrawal date.

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 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
☐_____Day of month (insert date)

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 15316, Wilmington, DE 19850-5316. 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 not charge you any interest on Purchases if you pay your entire balance by the due date each month. 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.

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 1-800-347-3085.

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.

The Discover® card is issued by Discover Bank, Member FDIC. DIT23-26.0218

CHANGE OF ADDRESS

If correct on front, do not use. Please print clearly in blue or black ink, in the space provided.

Street Address		Home Phone	
		Work Phone	
City		Email	
State, Zip			

To make changes to your address, email or telephone number, visit Discover.com

Continued on next page

Electronically Filed - LAFAYETTE - August 23, 2023 - 06:05 AM

Electronically Filed - LAFAYETTE - August 23, 2023 - 06:05 AM

DISCOVER

Discover it® Card

Account number ending in [redacted]

Open Date: Feb 13, 2019 - Close Date: Mar 12, 2019

CONTACT US

Web	Mobile	Phone	Inquiry	Mail Payments
Access your account securely at Discover.com	Manage your account anytime, anywhere at m.Discover.com	1-800-347-3085 TDD 1-800-347-7449	Discover PO Box 30943 Salt Lake City UT 84130	Discover PO Box 6103 Carol Stream IL 60197-6103

Transactions

	Trans. Date	Post Date			
Fees	Mar 7	Mar 7	LATE FEE	$	37.00
			TOTAL FEES FOR THIS PERIOD		37.00
Interest Charged			TOTAL INTEREST FOR THIS PERIOD	$	0.00

2019 Totals Year-to-Date

TOTAL FEES CHARGED IN 2019	$	64.00
TOTAL INTEREST CHARGED IN 2019	$	0.00

Interest Charge Calculation

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

Current Billing Period: 28 days

TYPE OF BALANCE	ANNUAL PERCENTAGE RATE (APR)*	PROMO APR EXPIRATION DATE**	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	0.00%	09/12/19	$1,663.29	$0.00
Cash Advances	27.24% V	N/A	$0.00	$0.00

V=Variable Rate

* 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

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
PO 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

Electronically Filed - LAFAYETTE - August 23, 2023 - 06:05 AM

Information For You ... Continued

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
PO 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.

Information For You ... Continued

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 the 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.

Not an Official Court Document

Electronically Filed - LAFAYETTE - August 23, 2023 - 06:05 AM

Not an Official Court Document

Electronically Filed - LAFAYETTE - August 23, 2023 - 06:05 AM