

Filed: 1/28/2026 12:52 PM

MM

CAUSE NO. J3-CV-26-000551

OPORTUN, INC  
PLAINTIFF

IN THE JUSTICE OF THE PEACE COURT

Precinct 3

v.

Debra Riley Riley  
DEFENDANT

TRAVIS COUNTY, TEXAS

### PLAINTIFF'S ORIGINAL PETITION

1. Plaintiff, OPORTUN, INC, is authorized to conduct business in the State of Texas.
2. Service is requested on Defendant(s), Debra Riley Riley, by personal service at home or work or by alternative service. Upon information and belief, Plaintiff says that Debra Riley Riley, an individual may be served at the following address 7304 TANAQUA LN, AUSTIN TX 78739..
3. Defendant executed and delivered to Plaintiff a promissory note in favor of Plaintiff. Attached hereto and incorporated herein by reference as **Exhibit A** is a true and correct copy of the promissory note. The last four digits of the Defendant's account number is \*\*\*2365.
4. Pursuant to Tex. R. Civ. P. 508.2, the date, amount, and final payment due date of the original loan are described in Exhibit A.
5. Plaintiff owns and holds the note.
6. Defendant(s) materially breached the promissory note by failing to timely pay Plaintiff as required by the promissory note, and, therefore, the obligation of Defendant(s) is in default.
7. It is unknown if the loan was accelerated prior to this lawsuit. However, Defendant waived their right to notice of intent to accelerate and notice of acceleration. Shumway v. Horizon Credit Corp., 801 S.W.2d 890 (Tex. 1991).

8. By virtue of the default by Defendant(s), Plaintiff seeks monetary damages in the amount of \$3,156.49, which is the amount due as of the filing of this petition. Attached hereto and incorporated herein as **Exhibit B** is a true and correct copy of a statement of the account of the Defendant(s).
9. Plaintiff is not seeking ongoing interest.
10. Defendant is not on active military service. Plaintiff statement that Defendant is not on active military service is based upon the attached certificate issued by the Servicemembers Civil Relief Act (SCRA) Website. Obtained by using the defendant's Social Security Number, Last Name and Date of Birth and showing that Defendant is not on active duty. Attached hereto and incorporated herein as **Exhibit C** is a true and accurate copy of the certificate issued by the Service members Civil Relief Act (SCRA) Website.

WHEREFORE, Plaintiff requests a judgment in its favor and against Defendant for:

- for total damages of unpaid sum \$3,156.49
- costs of this action and all other proper relief.

/s/ Malaysha Seals

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Bar No.: 24128493  
Aldridge Pite Haan, LLP  
P.O. Box 7389  
Marietta, GA 30065  
txefile@aph-law.com  
Tel.: 800-844-0045  
Fax: 470-201-1231  
APH No.: 25-90918



Debra Riley  
7304 TANAQUA LN  
AUSTIN, TX 78739

Client ID: 4412365

**Loan summary for loan # 6292**

Date of Last Payment 2025-01-18

Amount of Last Payment \$15.00

**Payoff balance of** 2025-08-04

Principal: \$2748.14

Interest: \$333.35

Fee: \$75.00

Total Balance \$3156.49

**Transaction History**

Transaction Date	Type	Amount	Principal	Interest	Fees	Balance
2025-01-18	LATE_FEE	\$15.00	\$0.00	\$0.00	\$0.00	\$3128.19
2024-12-18	LATE_FEE	\$15.00	\$0.00	\$0.00	\$0.00	\$3058.47
2024-11-18	LATE_FEE	\$15.00	\$0.00	\$0.00	\$0.00	\$2994.12
2024-10-18	LATE_FEE	\$15.00	\$0.00	\$0.00	\$0.00	\$2928.13
2024-09-18	LATE_FEE	\$15.00	\$0.00	\$0.00	\$0.00	\$2863.78
2024-08-10	PRODUCT_PAYMENT	\$83.00	\$0.00	\$83.00	\$0.00	\$2784.63
2024-06-10	PRODUCT_PAYMENT	\$209.90	\$165.28	\$44.62	\$0.00	\$2748.14
2024-06-06	PRODUCT_PAYMENT	\$50.00	\$0.00	\$50.00	\$0.00	\$2948.81
2024-04-30	PRODUCT_PAYMENT	\$100.00	\$95.23	\$4.77	\$0.00	\$2913.42
2024-04-29	PRODUCT_PAYMENT	\$159.90	\$111.06	\$48.84	\$0.00	\$3008.65
2024-04-13	PRODUCT_PAYMENT	\$50.00	\$0.00	\$50.00	\$0.00	\$3131.48
2024-04-13	PRODUCT_PAYMENT	\$9.90	\$0.00	\$9.90	\$0.00	\$3181.48
2024-03-16	PRODUCT_PAYMENT	\$200.00	\$178.28	\$21.72	\$0.00	\$3119.71
2024-03-10	PRODUCT_PAYMENT	\$209.90	\$0.00	\$209.90	\$0.00	\$3306.65
2024-02-10	PRODUCT_PAYMENT	\$209.90	\$0.00	\$209.90	\$0.00	\$3440.79
2023-09-28	PRODUCT_PAYMENT	\$1000.00	\$939.58	\$60.42	\$0.00	\$3297.99
2023-09-10	PRODUCT_PAYMENT	\$209.90	\$103.30	\$106.60	\$0.00	\$4237.57
2023-08-10	PRODUCT_PAYMENT	\$209.90	\$87.13	\$122.77	\$0.00	\$4340.87
2023-07-01	ADMIN_FEE	\$328.00	\$0.00	\$0.00	\$0.00	\$4428.00
2023-07-01	DISBURSEMENT	\$4100.00	\$0.00	\$0.00	\$0.00	\$4100.00

Exhibit B



Debra Riley  
7304 TANAQUA LN  
AUSTIN,TX78739

ID del Cliente: 4412365

Resumen de préstamo para préstamo # 6292

Fecha del último pago	2025-01-18
Monto del último pago	\$15.00
Saldo de liquidación al	2025-08-04
Monto abonado a capital:	\$2748.14
Interés:	\$333.35
Tarifa:	\$75.00
Total Balance	\$3156.49

Historial de Transacciones

Fecha de Transacciones	Tipo	Monto	Capital	Interés	Tarifa	Balance
2025-01-18	LATE_FEE	\$15.00	\$0.00	\$0.00	\$0.00	\$3128.19
2024-12-18	LATE_FEE	\$15.00	\$0.00	\$0.00	\$0.00	\$3058.47
2024-11-18	LATE_FEE	\$15.00	\$0.00	\$0.00	\$0.00	\$2994.12
2024-10-18	LATE_FEE	\$15.00	\$0.00	\$0.00	\$0.00	\$2928.13
2024-09-18	LATE_FEE	\$15.00	\$0.00	\$0.00	\$0.00	\$2863.78
2024-08-10	PRODUCT_PAYMENT	\$83.00	\$0.00	\$83.00	\$0.00	\$2784.63
2024-06-10	PRODUCT_PAYMENT	\$209.90	\$165.28	\$44.62	\$0.00	\$2748.14
2024-06-06	PRODUCT_PAYMENT	\$50.00	\$0.00	\$50.00	\$0.00	\$2948.81
2024-04-30	PRODUCT_PAYMENT	\$100.00	\$95.23	\$4.77	\$0.00	\$2913.42
2024-04-29	PRODUCT_PAYMENT	\$159.90	\$111.06	\$48.84	\$0.00	\$3008.65
2024-04-13	PRODUCT_PAYMENT	\$50.00	\$0.00	\$50.00	\$0.00	\$3131.48
2024-04-13	PRODUCT_PAYMENT	\$9.90	\$0.00	\$9.90	\$0.00	\$3181.48
2024-03-16	PRODUCT_PAYMENT	\$200.00	\$178.28	\$21.72	\$0.00	\$3119.71
2024-03-10	PRODUCT_PAYMENT	\$209.90	\$0.00	\$209.90	\$0.00	\$3306.65
2024-02-10	PRODUCT_PAYMENT	\$209.90	\$0.00	\$209.90	\$0.00	\$3440.79
2023-09-28	PRODUCT_PAYMENT	\$1000.00	\$939.58	\$60.42	\$0.00	\$3297.99
2023-09-10	PRODUCT_PAYMENT	\$209.90	\$103.30	\$106.60	\$0.00	\$4237.57
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2023-07-01	DISBURSEMENT	\$4100.00	\$0.00	\$0.00	\$0.00	\$4100.00

Exhibit B



07/01/2023

Travis County JP3  
Judge Sylvia Holmes  
J3-CV-26-000551

Filed: 1/28/2026 12:52 PM

MM

Debra Riley Riley  
7304 TANAQUA LN  
AUSTIN, TX 78739

Application # (Solicitud n.º): 12900098

Dear (Estimado/a) Debra Riley Riley,

Attached is your Credit Score Disclosure notice, in English and Spanish, which explains your credit score (if available) and how it impacts the price you pay for credit. The Spanish Translation is provided as a courtesy only and the English version is the legally effective version.

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Spanish Translation (Traducciones al español)

Adjunto encontrará su aviso de divulgación de puntaje de crédito, en inglés y español, que explica su puntaje de crédito (si está disponible) y como este afecta el precio que paga por el crédito. La traducción al español se suministra solo como una cortesía y la versión en inglés es la versión jurídicamente efectiva.

Sincerely (Sinceramente),

Credit Department  
(Departamento de crédito)

Personal loans are originated by Pathward, N.A.  
Los préstamos personales son originados por Pathward, N.A.

07/01/2023

Debra Riley Riley  
7304 TANAQUA LN  
AUSTIN, TX 78739

Application #: 12900098

**Pathward, National Association****Your Credit Score and the Price You Pay for Credit****Your Credit Score**

<b>Your credit score</b>	Score: 719
	Source: Experian Date: 07/01/2023

**Understanding Your Credit Score**

<b>What you should know about credit scores</b>	<p>Your credit score is a number that reflects the information in your credit report.</p> <p>Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.</p> <p>Your credit score can change, depending on how your credit history changes.</p>														
<b>How we use your credit score</b>	<p>Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.</p>														
<b>The range of scores</b>	<p>Scores range from a low of 300 to a high of 850.</p> <p>Generally, the higher you score, the more likely you are to be offered better credit terms.</p>														
<b>How your score compares to the scores of other consumers</b>	<p></p> <table border="1"><thead><tr><th>Score Range</th><th>% of consumers</th></tr></thead><tbody><tr><td>300-500</td><td>3%</td></tr><tr><td>501-560</td><td>12%</td></tr><tr><td>561-660</td><td>19%</td></tr><tr><td>661-750</td><td>30%</td></tr><tr><td>751-800</td><td>19%</td></tr><tr><td>801-850</td><td>17%</td></tr></tbody></table> <p><small>© 2021 Experian Information Solutions VantageScore is a registered trademark of VantageScore Solutions, LLC File Date: April 2021</small></p>	Score Range	% of consumers	300-500	3%	501-560	12%	561-660	19%	661-750	30%	751-800	19%	801-850	17%
Score Range	% of consumers														
300-500	3%														
501-560	12%														
561-660	19%														
661-750	30%														
751-800	19%														
801-850	17%														

**Checking Your Credit Report**

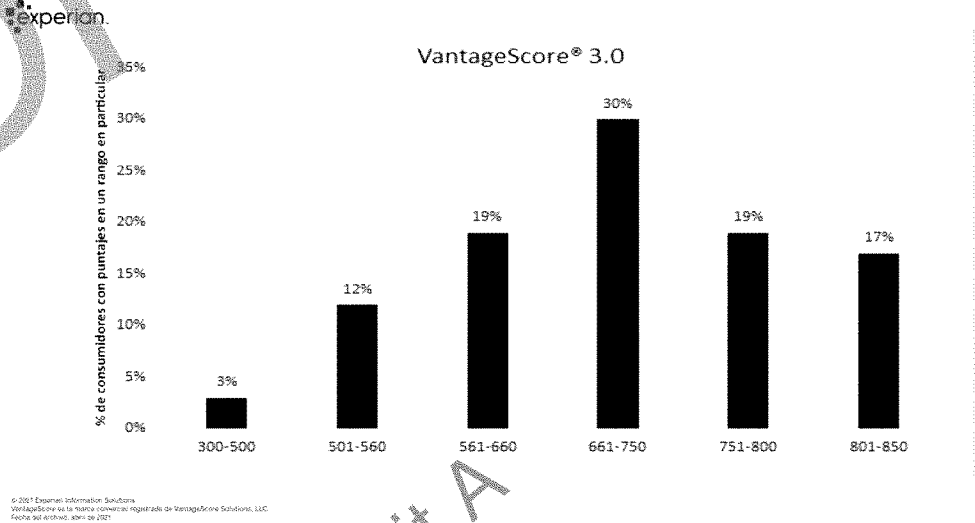
<b>What if there are mistakes in your credit report?</b>	<p>You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.</p> <p>It is a good idea to check your credit report to make sure the information it contains is accurate.</p>
<b>How can you obtain a copy of your credit report?</b>	<p>Under Federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.</p> <p>To order your free annual report:</p> <p><i>By telephone:</i> Call toll-free 1-877-322-8228</p> <p><i>On the web:</i> Visit <a href="http://www.annualcreditreport.com">www.annualcreditreport.com</a></p> <p><i>By mail:</i> Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at <a href="http://www.ftc.gov/bcp/online/include/requestformfinal.pdf">http://www.ftc.gov/bcp/online/include/requestformfinal.pdf</a>) to:</p> <p>Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281</p>
<b>How can you get more information?</b>	<p>For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's website at <a href="http://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a>.</p>

07/01/2023  
Debra Riley Riley  
7304 TANAQUA LN  
AUSTIN, TX 78739

Solicitud n.º: 12900098

**Pathward, National Association**  
**Su puntaje de crédito y el precio que paga por el crédito**

Su puntaje de crédito	
Su puntaje de crédito	Puntaje: 719
	Fuente: Experian Fecha: 07/01/2023

Cómo entender su puntaje de crédito:	
Qué debe saber sobre los puntajes de crédito	<p>Su puntaje de crédito es un número que refleja la información en su informe de crédito.</p> <p>Su informe de crédito es un registro de su historial de crédito. Incluye información sobre si pagó sus cuentas a tiempo y cuánto le debe a las instituciones crediticias.</p> <p>Su puntaje de crédito puede cambiar, según cómo cambie su historial de crédito.</p>
Cómo utilizamos su puntaje de crédito	<p>Su puntaje de crédito puede afectar si recibe un préstamo o no, y cuánto deberá pagar por ese préstamo.</p>
Rango de puntaje	<p>Los puntajes oscilan entre un puntaje bajo de 300 y un puntaje alto de 850.</p> <p>Generalmente, cuanto más alto sea el puntaje, más probabilidades tendrá de recibir mejores términos para el crédito.</p>
Cómo se compara su puntaje con el puntaje de otros clientes	<p></p> <p><small>© 2021 Experian Information Solutions VantageScore es la marca comercial registrada de VantageScore Solutions, LLC. Fecha del archivo: abril de 2021</small></p>



Consulta de su informe de crédito	
<b>¿Qué sucede si hay errores en su informe de crédito?</b>	<p>Tiene derecho a disputar cualquier dato impreciso en su informe de crédito. Si encuentra errores en su informe de crédito, comuníquese con la agencia de informes de crédito del consumidor.</p> <p>Es buena idea verificar su informe de crédito para asegurarse de que la información allí presente sea exacta.</p>
<b>¿Cómo puede obtener una copia de su informe de crédito?</b>	<p>En conformidad con la ley Federal, usted tiene derecho a obtener una copia gratuita de su informe de crédito de cada una de las agencias de informes de crédito del consumidor del país una vez al año.</p> <p>Para solicitar su informe anual gratuito:</p> <p><i>Por teléfono:</i> Llame a la línea gratuita 1-877-322-8228</p> <p><i>En Internet:</i> Visite <a href="http://www.annualcreditreport.com">www.annualcreditreport.com</a></p> <p><i>Por correo:</i> Envíe por correo su formulario completo de solicitud de informe de crédito anual (el cual puede obtener en el sitio de Internet de la Comisión Federal de Comercio <a href="http://www.ftc.gov/bcp/online/include/requestformfinal.pdf">http://www.ftc.gov/bcp/online/include/requestformfinal.pdf</a>) a:</p> <p>Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281</p>
<b>¿Cómo puede obtener más información?</b>	<p>Para obtener más información sobre los informes de crédito y sus derechos según la ley Federal, visite el sitio de la Oficina para la Protección Financiera del Consumidor en <a href="http://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a>.</p>

RESUMEN DEL PRÉSTAMO & CALENDARIO DE PAGOS  
LOAN SUMMARY & PAYMENT SCHEDULE

Borrower (Deudor): Debra Riley Riley

Co-Borrower (Codeudor): N/A

Loan No. (No. del Préstamo): 6292

Loan Date (Fecha del Préstamo): 07/06/2023

Deudor (Borrower):

Debra Riley Riley  
7304 TANAQUA LN  
AUSTIN, TX 78739  
210-488-1029

Codeudor (Co-Borrower):

N/A

Prestamista (Lender):

Pathward, National Association  
c/o Oportun,  
2 Circle Star Way  
San Carlos, CA 94070  
Toll Free: 1-866-488-6090

Resumen del Préstamo (Loan Summary)

Refinanciación del préstamo anterior:	\$0.00	Refinance of Prior Loan
Monto del préstamo entregado a usted:	\$4,100.00	Loan Proceeds Given to You
Tarifa administrativa:	\$328.00	Administrative Fee
Total del préstamo:	\$4,428.00	Total Loan Amount
Tasa de interés anual:	28.91%	Annual Interest Rate
Plazo del préstamo (meses):	31	Loan Term (Months)
Número total de pagos:	30	Number of Payments
Monto del pago:	\$209.90	Payment Amount
Intervalo de pagos:	Cada mes (Every month)	Payment Period
Días de pagos:	10	Days Payments Are Due
Primer día de pago:	08/10/2023	First Payment Due
Ultimo día de pago:	01/10/2026	Last Payment Due

Calendario de Pagos (Payment Schedule)

			Totales* (Totals*)			
			Pagos (Payments)	Interés (Total Interest)	Capital (Principal)	
			\$6,297.06	\$1,869.07	\$4,428.00	
No.	Día de la Semana (Day of Week)	Fecha de Pago (Due Date)	Pago (Payment)	Interés (Interest)	Capital (Principal)	Saldo De Capital (Principal Balance)
	Saldo inicial (Starting Balance)					\$4,428.00
1	Jueves (Thursday)	08/10/2023	\$209.90	\$122.77	\$87.13	\$4,340.87
2	Domingo (Sunday)	09/10/2023	\$209.90	\$106.60	\$103.30	\$4,237.57
3	Martes (Tuesday)	10/10/2023	\$209.90	\$100.71	\$109.19	\$4,128.38
4	Viernes (Friday)	11/10/2023	\$209.90	\$101.38	\$108.52	\$4,019.86
5	Domingo (Sunday)	12/10/2023	\$209.90	\$95.53	\$114.37	\$3,905.49
6	Miercoles (Wednesday)	01/10/2024	\$209.90	\$95.91	\$113.99	\$3,791.50
7	Sabado (Saturday)	02/10/2024	\$209.90	\$93.11	\$116.79	\$3,674.71
8	Domingo (Sunday)	03/10/2024	\$209.90	\$84.42	\$125.48	\$3,549.23
9	Miercoles (Wednesday)	04/10/2024	\$209.90	\$87.16	\$122.74	\$3,426.49
10	Viernes (Friday)	05/10/2024	\$209.90	\$81.43	\$128.47	\$3,298.02
11	Lunes (Monday)	06/10/2024	\$209.90	\$80.99	\$128.91	\$3,169.11
12	Miercoles (Wednesday)	07/10/2024	\$209.90	\$75.31	\$134.59	\$3,034.53
13	Sabado (Saturday)	08/10/2024	\$209.90	\$74.52	\$135.38	\$2,899.15
14	Martes (Tuesday)	09/10/2024	\$209.90	\$71.20	\$138.70	\$2,760.44
15	Jueves (Thursday)	10/10/2024	\$209.90	\$65.60	\$144.30	\$2,616.14
16	Domingo (Sunday)	11/10/2024	\$209.90	\$64.25	\$145.65	\$2,470.49
17	Martes (Tuesday)	12/10/2024	\$209.90	\$58.71	\$151.19	\$2,319.30
18	Viernes (Friday)	01/10/2025	\$209.90	\$56.96	\$152.94	\$2,166.36
19	Lunes (Monday)	02/10/2025	\$209.90	\$53.20	\$156.70	\$2,009.66
20	Lunes (Monday)	03/10/2025	\$209.90	\$44.58	\$165.32	\$1,844.33
21	Jueves (Thursday)	04/10/2025	\$209.90	\$45.29	\$164.61	\$1,679.72

No.	Día de la Semana (Day of Week)	Fecha de Pago (Due Date)	Pago (Payment)	Interés (Interest)	Capital (Principal)	Saldo De Capital (Principal Balance)
22	Sabado (Saturday)	05/10/2025	\$209.90	\$39.92	\$169.98	\$1,509.74
23	Martes (Tuesday)	06/10/2025	\$209.90	\$37.08	\$172.82	\$1,336.92
24	Jueves (Thursday)	07/10/2025	\$209.90	\$31.77	\$178.13	\$1,158.79
25	Domingo (Sunday)	08/10/2025	\$209.90	\$28.46	\$181.44	\$977.35
26	Miercoles (Wednesday)	09/10/2025	\$209.90	\$24.00	\$185.90	\$791.45
27	Viernes (Friday)	10/10/2025	\$209.90	\$18.81	\$191.09	\$600.36
28	Lunes (Monday)	11/10/2025	\$209.90	\$14.74	\$195.16	\$405.20
29	Miercoles (Wednesday)	12/10/2025	\$209.90	\$9.63	\$200.27	\$204.93
30	Sabado (Saturday)	01/10/2026	\$209.96	\$5.03	\$204.93	\$0.00

COPY VIEW

Exhibit A

\* Estos montos totales se basan en la suposición de que usted hará todos los pagos a tiempo. Los montos totales pueden variar si usted paga anticipadamente o con retraso. (These totals assume that you will make all of your payments on time. The actual totals may differ if you pay early or late.)

COPY VIEW

Exhibit A

**LOAN DISCLOSURES AND PROMISSORY NOTE**

Loan No. (Nº. del Préstamo): 6292

Loan Date (Fecha del Préstamo): 07/06/2023

**Borrower (Deudor):**

Debra Riley Riley  
7304 TANAQUA LN  
AUSTIN, TX 78739  
210-488-1029

**Co-Borrower (Codeudor):**

N/A

**Lender (Prestamista):**

Pathward®, National Association  
c/o Oportun,  
2 Circle Star Way  
San Carlos, CA 94070  
Toll Free: 1-866-488-6090

In these Loan Disclosures and Promissory Note (together the "**Note**"), the terms "you" and "your" refer to each Borrower and Co-Borrower, if any. The terms "Lender," "Pathward, National Association," "we," "us," and "our" refer to the Lender named above and any assignee or successor. Oportun, Inc. has provided services to us in connection with our evaluation of your loan request and is the servicer ("Servicer") of the loan.

**TRUTH-IN-LENDING ACT DISCLOSURES**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.		<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.		<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after making all scheduled payments.
35.95%		\$2,197.06		\$4,100.00	\$6,297.06
<b>Payment</b>	<b>Number of Payments</b>	<b>Payment Amount</b>	<b>When Payments Are Due</b>		
<b>Schedule:</b>	29	\$209.90	Due on day 10 of each month, beginning 08/10/2023		
	1	\$209.96	Due on 01/10/2026		
<b>Prepayment:</b> You may prepay your loan at any time. If you pay early, you will not have to pay a penalty.					
<b>Late Charge:</b> If a payment is more than 6 days late, you will be charged \$10 if the Amount Financed is less than \$1,000 or \$15 if the Amount Financed is \$1,000 or more.					
See the Promissory Note for any additional information about nonpayment, default, the right to require repayment in full before the scheduled date, and prepayment refunds and penalties.					

**Itemization of the Amount Financed**

Amount given to you directly.....	\$4,100.00
Amount paid to Oportun, Inc. on your behalf on loan no. N/A.....	+ \$0.00
<b>Amount Financed</b> .....	= <b>\$4,100.00</b>
Prepaid Finance Charge (Administrative Fee).....	+ \$328.00
Principal (Loan Amount).....	= \$4,428.00

**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 on your credit report.

**UT Residents:** As required by Utah Law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**Important Information About Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and

**Arbitration Notice.** The Note contains an Arbitration Clause that requires you and us to resolve any disputes through arbitration instead of in court if you or we elect to arbitrate. You can opt-out of the Arbitration Clause within **60 days** after the Loan Date. Please read the Arbitration Clause at Section 23 of the Note carefully.

**Military Lending Act.** If you and/or any Co-Borrower is a "covered borrower" under the Military Lending Act, as defined at 32 CFR Section 232.3(g), the Arbitration Clause does not apply. See Section 24 of the Note for important disclosures.

record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

COPY VIEW

Exhibit A

**DIVULGACIONES DEL PRÉSTAMO Y PAGARÉ**

Loan No. (Nº. del Préstamo): 6292

Loan Date (Fecha del Préstamo):

07/06/2023

**(Spanish Translation/Traducciones al español)**

En estas Divulgaciones del Préstamo y Pagaré (en conjunto el "Pagaré"), los términos "usted" y "su" hacen referencia a cada Deudor y Codeudor, si lo hubiese. Los términos "Prestamista", "Pathward, National Association", "nosotros", "nos" y "nuestro" hacen referencia al Prestamista mencionado arriba, y a cualquier cesionario o sucesor. Oportun, Inc. nos ha brindado servicios en relación con nuestra evaluación de su solicitud de préstamo y es el administrador ("Administrador") del préstamo.

**DECLARACIONES INFORMATIVAS DE VERACIDAD EN LOS PRÉSTAMOS**

<b>TASA DE PORCENTAJE ANUAL (APR)</b> El costo del crédito expresado como tasa anual.	<b>CARGOS DE FINANCIAMIENTO</b> El importe en dólares que le costará el crédito.	<b>Monto financiado</b> Cantidad de crédito provista a usted o en su nombre.	<b>Total de pagos</b> El monto que habrá pagado después de haber efectuado todos los pagos programados.
35.95%	\$2,197.06	\$4,100.00	\$6,297.06

<b>Calendario de pagos:</b>	<b>Cantidad de pagos</b>	<b>Monto del pago</b>	<b>Cuándo vencen los pagos</b>
	29	\$209.90	Vence el día 10 de cada mes, a partir del 08/10/2023
	1	\$209.96	Vence en 01/10/2026

**Pagos adelantados:** Usted puede pagar por adelantado su préstamo en cualquier momento. Si usted paga por adelantado, no tendrá que pagar una penalidad.

**Cargo por incumplimiento:** Si un pago se hace con más de 6 días de retraso, se le cobrará \$10 si el monto financiado es inferior a \$1,000, o \$15 si el monto financiado es de \$1,000 o más.

Consulte el Pagaré para información adicional sobre falta de pago, incumplimiento, el derecho a exigir un reintegro total antes de la fecha programada, y reembolsos y multas por pagos adelantados.

**Detalle de la cantidad financiada**

Cantidad entregada a usted directamente.....	\$4,100.00
Cantidad pagada a Oportun, Inc. en su nombre por el préstamo n.º N/A.....	
.....	+
	\$0.00
<b>Monto financiado</b> .....	=
	<b>\$4,100.00</b>
Cargo por financiamiento pagado por adelantado (Tarifa administrativa).....	\$328.00
.....	+
Capital (Monto del préstamo).....	=
	<b>\$4,428.00</b>

**Informes crediticios.** Podemos reportar información sobre su cuenta a las agencias de crédito. Los pagos atrasados, impagos u otros incumplimientos en su cuenta pueden reflejarse en su informe de crédito.

**Residentes de Utah:** Tal como lo exige la ley de Utah, por medio de la presente se notifica que, si usted no cumple con los términos de sus obligaciones del crédito, se puede presentar ante una agencia de informes de crédito un informe crediticio negativo que corresponda al que se refleje en su registro.

**Información importante al abrir una cuenta nueva.** Para ayudar al gobierno a combatir el financiamiento del terrorismo y actividades de lavado de dinero, la ley federal exige a todas las instituciones financieras que obtengan, verifiquen y registren información que

**Aviso de arbitraje.** El Pagaré contiene una Cláusula de Arbitraje que exige que usted y nosotros resolvamos cualquier disputa a través del arbitraje en lugar de acudir a los tribunales si usted o nosotros optamos por arbitrar. Usted puede excluirse de la Cláusula de Arbitraje dentro de los **60 días** después de la Fecha del Préstamo. Por favor lea detenidamente la Cláusula de Arbitraje de la Sección 23 de su Pagaré.

**La ley de préstamos para personal militar ("Military Lending Act").** Si usted y/o cualquier Codeudor es un "prestatarario cubierto" bajo el Military Lending Act, según se define en 32 CFR Sección 232.3(g), la Cláusula de Arbitraje no aplica. Vea la Sección 24 de su Pagaré para obtener divulgaciones importantes.

identifique a cada persona que abra una cuenta. Para usted, esto implica: Cuando abre una cuenta, le solicitaremos su nombre, dirección, fecha de nacimiento y otros datos que nos permitirán identificarlo. También podemos solicitar ver su licencia de conducir u otros documentos que lo identifiquen.

COPY VIEW

Exhibit A



Borrower (*Deudor*): Debra Riley Riley  
Co-Borrower (*Codeudor*): N/A

Loan No. (*Nº. del Préstamo*): 6292  
Loan Date (*Fecha del Préstamo*): 07/06/2023

(Spanish Translation/Traducciones al español)

### PROMISSORY NOTE

**Principal:** \$4,428.00  
**Lender:** Pathward, National Association  
**Interest Rate:** 28.91% per year  
**Payment Schedule:** Day 10 of each month,  
29 payments of \$209.90 and 1 payment  
of \$209.96  
**First Payment Due:** 08/10/2023  
**Final Payment Due:** 01/10/2026

### PAGARÉ

**Capital:** \$4,428.00  
**Prestamista:** Pathward, National Association  
**Tasa de Interés:** 28.91% anual  
**Calendario de pagos:** Día 10 de cada mes,  
29 pagos de \$209.90 y 1 pago de \$209.96  
**Fecha de vencimiento del primer pago:** 08/10/2023  
**Fecha de vencimiento del último pago:** 01/10/2026

- PROMISE TO PAY.** In return for the loan you have received (the "**Loan**"), you promise to pay to Lender the Principal amount, plus accrued interest and any other charges that may be assessed under the terms of the Note. You will pay us according to the Payment Schedule. We apply each of your payments first to accrued unpaid interest, next to the unpaid Principal due, then to late fees and other charges, or in any other order we choose as allowed by law. Any remaining amount of the payment will be applied to the unpaid Principal balance. If you are a Florida resident, you will pay us the amount of any documentary stamp taxes due in connection with this Note and the Administrative Fee, both of which we will pay out of the Principal.
- INTEREST.** Interest accrues daily on the unpaid Principal balance at the Interest Rate. Interest accrues from the date we disburse the Loan proceeds to you (the "**Loan Date**") until you pay the Principal in full. The same Interest Rate applies after the Maturity Date if this Note remains unpaid. Interest accrues on a simple-interest basis, using a 365-day year. To calculate the daily accrued interest, we divide the Interest Rate by 365 days, then we multiply that ratio by the unpaid Principal balance.
- PROMESA DE PAGO.** A cambio del préstamo que usted reciba (el "**Préstamo**"), usted promete pagar al Prestamista el monto de Capital más intereses acumulados, y cualquier otro cargo que pueda determinarse bajo los términos de este Pagaré. Usted nos pagará según el Calendario de pagos. Aplicaremos sus pagos primero a los intereses devengados no pagados, luego al Capital no pagado, y luego a cualquier cargo por incumplimiento y demás cargos; o en cualquier otro orden que determinemos como autorice la ley. Cualquier monto restante del pago se aplicará al saldo Capital no pagado.
- INTERESES.** Los intereses se acumulan diariamente sobre el saldo del Capital no pagado a la Tasa de Interés. Los intereses se acumulan a partir de la fecha en que le desembolsamos el monto del Préstamo (la "**Fecha del Préstamo**") hasta que usted paga el Capital en su totalidad. Aplica la misma tasa de interés después de la Fecha de Vencimiento, si este Pagaré continúa impago. Los intereses se acumulan basados en intereses simples, con un año de 365 días. Para calcular el interés acumulado diario, dividimos la Tasa de Interés por 365 días, luego multiplicamos ese índice por el saldo del Capital no pagado.

Exhibit A

Borrower (*Deudor*): Debra Riley Riley  
Co-Borrower (*Codeudor*): N/A

Loan No. (*Nº. del Préstamo*): 6292  
Loan Date (*Fecha del Préstamo*): 07/06/2023

(Spanish Translation/Traducciones al español)

- 3. PAYMENTS AND RECEIPTS.** You will pay us in United States dollars. You may pay in person at any Oportun retail location. **Change is not provided for cash payments and any amount paid over the scheduled payment will be applied in the manner described above in the PROMISE TO PAY section.** When payments are made in person, we will give you a written receipt that has information about your Loan. **We may give a receipt to any other person who makes a payment for you in person.** You may mail non-cash payments to us at P.O. Box 2063, Menlo Park, CA 94026-2063, or to another payment address we may provide. Please print your Loan No. on any check sent by mail. We may direct you to pay in another manner.
- 4. MATURITY DATE.** This Note will mature on the Final Payment Due date above (the "**Maturity Date**"). At that time, you will pay the full amount you owe under this Note. The Payment Schedule assumes that you make your payments on time. Because interest accrues daily, the amount of your final payment may be more than the scheduled amount if you paid late, or it may be less if you paid early. Your final payment amount may also vary slightly due to rounding.
- 5. RIGHT TO PREPAY.** You may pay part or all of the Principal early (called a "prepayment"). Any prepayment will reduce the interest you pay on the Loan. You will not be charged a penalty if you make a prepayment. The Administrative Fee, if any, is earned in full on the Loan Date and will not be refunded if you prepay this Note.
- 6. LATE FEE AND RETURNED PAYMENT FEE.** If you do not pay any payment in full within 6 days after its due date, you will pay us a late payment fee of **\$10** if the Amount Financed is less than \$1,000 or **\$15** if the Amount Financed is \$1,000 or more. You will also pay us a returned payment fee of **\$15** if any check or electronic payment we receive in payment of this Note is returned unpaid. Any fees we charge will be due immediately.
- 3. PAGOS Y RECIBOS.** Usted nos pagará en dólares estadounidenses. Usted puede pagar en persona en cualquier localidad de Oportun. **No damos cambio con pagos en efectivo y cualquier monto pagado que exceda el pago programado se aplicará tal como se describe anteriormente en la sección PROMESA DE PAGO.** Cuando los pagos se efectúan en persona, le entregaremos un recibo por escrito que contiene información sobre su Préstamo. **Podemos entregarle un recibo a cualquier persona que realice un pago por usted en persona.** Puede enviarnos por correo cualquier pago que no sea en efectivo a P.O. Box 2063, Menlo Park, CA 94026-2063, o a otra dirección de pago que suministremos. Escriba su N°. del Préstamo en los cheques que nos envíe por correo. Podemos disponer que usted pague con cualquier otro medio.
- 4. FECHA DE VENCIMIENTO.** Este Pagaré vencerá en la fecha de vencimiento del último pago que figura anteriormente (la "**Fecha de Vencimiento**"). En ese momento, usted pagará en su totalidad el saldo adeudado de acuerdo con este Pagaré. El Calendario de pagos asume que usted realiza los pagos puntualmente. Debido a que los intereses se acumulan diariamente, el monto de su último pago podría ser mayor al monto programado si pagó tarde, o podría ser inferior si pagó anticipadamente. El monto de su último pago también podría variar ligeramente debido a redondeos.
- 5. DERECHO A PAGAR POR ADELANTADO.** Usted puede pagar una parte o la totalidad del Capital antes de que venza (se denomina "pago adelantado"). Todo pago adelantado reducirá los intereses que usted pague por el Préstamo. No tendrá que pagar penalidad alguna si realiza un pago adelantado. La Tarifa Administrativa, si la hubiese, se cobra en su totalidad en la Fecha del Préstamo y usted no recibirá un reembolso si paga por adelantado este Pagaré.
- 6. CARGO POR INCUMPLIMIENTO Y POR PAGO RECHAZADO.** Si usted no hace un pago, en su totalidad, dentro de los 6 días posteriores a la fecha de vencimiento, nos pagará un cargo por incumplimiento de **\$10** si el monto financiado es inferior a \$1,000 o **\$15** si el monto financiado es de \$1,000 o más. También nos pagará un cargo por pago rechazado de **\$15** si algún cheque o pago electrónico que recibamos como pago de este Pagaré es rechazado. Cualquier cargo que cobremos vencerá inmediatamente.

Borrower (*Deudor*): Debra Riley Riley  
Co-Borrower (*Codeudor*): N/A

Loan No. (*Nº. del Préstamo*): 6292  
Loan Date (*Fecha del Préstamo*): 07/06/2023

(Spanish Translation/Traducciones al español)

**7. DEFAULT AND ACCELERATION.** You will be in default if: (a) you fail to make any payment when due, (b) you gave us any false or misleading information when you applied for the Loan, or (c) you break any promise in this Note. If you default, you must immediately pay us the full amount remaining on this Note. We do not have to notify you that we are demanding or intend to demand full payment. If we do not demand full payment after a default, we do not lose our right to do so if you default again. If we accept late or partial payments, you must still make your payments on time and in full.

**8. COLLECTION COSTS.** If you default, you will pay us the reasonable costs we incur to collect or enforce this Note, if allowed by law. These costs may include court costs, fees of attorneys who are not our salaried employees, and other costs allowed by law.

If you are a New Hampshire resident and you prevail in any action, suit or proceedings brought by us in connection with this Note, you may be awarded reasonable attorney's fees. The court may withhold the entire amount or such portion of the attorney's fees as the court considers equitable if you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by us.

If you are a Utah resident and if we hire an attorney or a third party collection agency to collect what you owe, you will pay the lesser of (a) the actual amount we are required to pay to the third party collection agency or the attorney, regardless of whether that amount is a specific dollar amount or a percentage of the amount you owe us, or (b) 40% of the amount you owe us.

If you are a New Jersey resident and if you default and we sue you to collect amounts you owe under this Note, if the court awards us a judgment we can ask the court to award us the court costs and statutory attorneys' fees allowed by law.

**9. LOAN CHARGES.** If the amount of any interest or other charge under this Note is more than what the law allows, it will be lowered to the allowed limit. We will refund to you any excess amounts we already collected from you, according to Section 10, below.

**10. REFUNDS.** If we owe you a refund in connection with this Note or a prior loan, we may either credit the refund to reduce what you owe us under this Note (or any other note) or pay it to you directly. We do not have to pay the refund to you if the amount is less than \$1.00. If there is a Co-Borrower, we may send any refund to either the Borrower or Co-Borrower, or to both.

**7. INCUMPLIMIENTO Y ACELERACIÓN.** Usted estará en estado de incumplimiento si: (a) no realiza un pago cuando corresponde, (b) nos brindó información falsa o engañosa cuando solicitó el Préstamo, o (c) incumple alguna promesa en este Pagaré. Si usted está en estado de incumplimiento, debe pagarnos de inmediato el monto total restante de este Pagaré. No tenemos obligación de notificarle que exigiremos o tenemos la intención de exigir el pago total. Si no exigimos el pago total después del incumplimiento, no perderemos nuestro derecho a hacerlo si usted vuelve a caer en un incumplimiento. Si aceptamos pagos parciales o atrasados, aun así deberá realizar los pagos puntualmente y en su totalidad.

**8. COSTOS DE COBRANZA.** Si usted está en estado de incumplimiento, deberá pagarnos los costos razonables en los que incurramos para cobrar o hacer cumplir este Pagaré si la ley lo permite. Estos costos podrían incluir los costos del tribunal, los honorarios de abogados que no sean nuestros empleados asalariados y demás costos permitidos por la ley.

Si usted es residente de New Hampshire y prevalece en cualquier demanda, acción legal o juicio entablado por nosotros en relación con este Pagaré, se le otorgarán los honorarios razonables de su abogado. El tribunal puede retener la totalidad del monto o una parte de los honorarios del abogado, según el tribunal considere equitativo, si usted sostiene exitosamente una defensa parcial o compensación, indemnización o contrademanda de una demanda entablada por nosotros.

Si usted es residente de Utah y si contratamos a un abogado o a una agencia de cobros externa para cobrar lo que debe, usted pagará el monto que sea menor entre: (a) el monto real que debemos pagar a la agencia de cobros externa o al abogado, sin importar si dicho monto es una cantidad específica expresada en dólares o un porcentaje del monto que usted adeuda, y (b) el 40% del monto que usted nos debe.

**9. CARGOS DE PRÉSTAMO.** Si el monto de algún interés u otro cargo bajo este Pagaré superan el permitido por la ley, se reducirá al límite permitido. Le reembolsaremos cualquier monto excedente que ya hayamos cobrado, según la Sección 10 que figura a continuación.

**10. REEMBOLSOS.** Si le debemos un reembolso en relación con este Pagaré o a un préstamo anterior, podremos acreditar el reembolso para reducir su deuda con nosotros bajo este Pagaré (o cualquier otro pagaré) o pagárselo directamente. No estamos obligados a pagarle el reembolso si el monto no supera \$1.00. Si hay un Codeudor, podemos enviar un reembolso al Deudor o al Codeudor, o a ambos.

Borrower (Deudor): Debra Riley Riley  
Co-Borrower (Codeudor): N/A

Loan No. (Nº. del Préstamo): 6292  
Loan Date (Fecha del Préstamo): 07/06/2023

(Spanish Translation/Traducciones al español)

**11. USE OF LOAN PROCEEDS.** You agree that (1) you will use the Loan proceeds for personal, family or household purposes; (2) the proceeds will not pay for postsecondary education expenses such as college, university or vocational school tuition, fees, books, supplies, miscellaneous personal expenses, or room and board; and (3) you will not use the Loan proceeds for any illegal purpose.

**12. JOINT BORROWERS.** Each Borrower and Co-Borrower must keep every promise in this Note, including the promise to pay the full amount owed. We may enforce our rights against the Borrower or Co-Borrower individually, or against both jointly. This means that we can seek payment of the full amount of this Note from either the Borrower or Co-Borrower.

**13. NOTICES AND UPDATES.** You will send any written notices (including credit reporting disputes) to P. O. Box 4085 Menlo Park, CA 94026, or to any other address we may direct. You can also email us at hello@oportun.com. Bankruptcy notices, notices of legal representation, subpoenas and other legal notices must be sent to Oportun's state registered agent whose information can be found at your state's Secretary of State website. We may deliver or send any written notices to you at the address you gave us, or to your last known address in our records. **You will notify us within 10 days after any change to your name, address, telephone number(s) or employment.** If you move and fail to notify us, we may update our records with any forwarding address on file with the postal service.

**11. USO DEL MONTO DEL PRÉSTAMO.** Usted acuerda que (1) utilizará el monto del Préstamo para propósitos personales, familiares o domésticos; (2) el monto no se utilizará para pagar gastos de educación superior, como matrícula, honorarios, libros, suministros, gastos personales varios y pensión de la facultad, universidad o instituto de formación profesional; y (3) no utilizará el monto del Préstamo para propósitos ilegales.

**12. DEUDORES CONJUNTOS.** Cada Deudor y Codeudor debe mantener toda promesa hecha bajo este Pagaré, incluso la promesa de pagar la cantidad total adeudada. Podemos hacer cumplir sus derechos contra el Deudor o el Codeudor de manera individual, o contra ambos conjuntamente. Esto significa que podemos intentar cobrar el monto total de este Pagaré del Deudor o del Codeudor.

**13. AVISOS Y ACTUALIZACIONES.** Usted deberá enviarnos cualquier aviso por escrito (incluyendo las disputas sobre informes crediticios) a P.O. Box 4085, Menlo Park, CA 94026, o a cualquier otra dirección que le indiquemos. También puede enviarnos un correo electrónico a hello@oportun.com. Los avisos de bancarrota, avisos de asesoría legal, citaciones y otros avisos legales deben enviarse al agente estatal registrado de Oportun, cuya información se puede encontrar en el sitio de internet de la Secretaría de Estado de su estado. Podemos entregarle o enviarle avisos por escrito a la dirección que usted haya brindado, o a la última dirección conocida según nuestros registros. **Nos notificará dentro de los 10 días después de cualquier cambio de nombre, dirección, número(s) de teléfono o empleo.** Si usted se muda y no nos lo notifica, podemos actualizar sus registros con cualquier dirección de reenvío que figure en archivo con el servicio postal.

Borrower (*Deudor*): Debra Riley Riley  
Co-Borrower (*Codeudor*): N/A

Loan No. (*Nº. del Préstamo*): 6292  
Loan Date (*Fecha del Préstamo*): 07/06/2023

(Spanish Translation/Traducciones al español)

**14. AMOUNT PAID TO OPORTUN, INC. ON YOUR BEHALF** The "Amount paid to Oportun, Inc. on your behalf" in the above "Itemization of Amount Financed" is intended to payoff the loan number referenced above. If the amount stated is not sufficient for payoff, because a payment you made on your existing loan was returned or not honored, then, subject to applicable law, we will add the remaining balance to the Principal balance of this Loan and interest will accrue at the Interest Rate. This means you may owe money past the maturity date even if you make the scheduled payments on time. Any refinancing of this Loan may include an Administrative Fee.

**15. CREDIT REPORTS AND INVESTIGATION.** We may obtain one or more credit reports or other consumer reports about you in connection with collecting or servicing this Note. We may investigate your income and employment status or history at any time while you have a remaining balance on this Note.

**14. CANTIDAD PAGADA A OPORTUN, INC. EN SU NOMBRE** La "Cantidad pagada a Oportun, Inc. en su nombre" como se indica en el "Detalle de la cantidad financiada" anterior está destinada a pagar el número de préstamo mencionado anteriormente. Si la cantidad indicada no es suficiente para saldar, porque un pago que realizó en su préstamo existente fue devuelto o no se cumplió, sujeto a la ley aplicable, añadiremos el saldo restante al saldo de Capital de este Préstamo y los intereses a la Tasa de Interés. Esto significa que usted puede deber dinero pasada la fecha de vencimiento incluso si realiza los pagos programados en tiempo y forma. Cualquier refinanciamiento de este Préstamo puede incluir una Tarifa Administrativa.

**15. INFORMES CREDITICIOS E INVESTIGACIONES.** Podemos obtener uno o más informes crediticios, o informes de otros consumidores, sobre usted en relación al cobro o servicio de este Pagaré. Podemos investigar su estado o historial de ingresos y empleo en cualquier momento mientras usted tenga un saldo pendiente con este Pagaré.

Borrower (*Deudor*): Debra Riley Riley  
Co-Borrower (*Codeudor*): N/A

Loan No. (*Nº. del Préstamo*): 6292  
Loan Date (*Fecha del Préstamo*): 07/06/2023

(Spanish Translation/Traducciones al español)

**16. CONSENT TO RECEIVE EMAILS AND TELEPHONE COMMUNICATIONS.** You agree that we and Servicer may use automated telephone dialing, text messaging, systems and electronic mail to provide messages to you about scheduled payments, missed payments, other important information regarding this Note or your relationship with us, and to conduct customer surveys before or after this Note is paid. The telephone messages may be played by a machine automatically when the telephone is answered, whether you answer or someone else does. These messages may also be recorded by your answering machine. You give us and Servicer your permission to call or send a text message to any telephone number you have given us, or you give to us in the future, and to play pre-recorded messages or send text messages with information about this Note over the phone. You also give us and Servicer permission to communicate such information to you by e-mail. You understand that, when you receive such calls, texts, or e-mails, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services. You agree that we and Servicer will not be liable to you for any fees, inconvenience, annoyance or loss of privacy in connection with such calls, texts, or e-mails. You understand that anyone with access to your telephone or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. If a telephone number(s) you have provided to us changes, or if you cease to be the owner, subscriber or primary user of such telephone number(s), you agree to immediately give us notice of such facts so that we may update our records. You expressly authorize us and Servicer to monitor and record your calls. Your authorization to receive communications described in this paragraph is given as a bargained for exchange.

**16. CONSENTIMIENTO PARA RECIBIR CORREOS ELECTRÓNICOS Y COMUNICACIONES TELEFÓNICAS.** Usted acuerda que nosotros y el Administrador podemos utilizar el marcado telefónico automatizado, mensajes de texto, sistemas y correos electrónicos para enviarle mensajes sobre pagos programados, pagos pendientes y otra información importante sobre este Pagaré o su relación con nosotros, y para llevar a cabo encuestas a clientes antes o después de que haya pagado este Pagaré. Los mensajes telefónicos pueden reproducirse automáticamente con una máquina cuando atiende el teléfono, ya sea que lo atiende usted u otra persona. Además, su contestadora puede grabar estos mensajes. Usted nos autoriza a nosotros y al Administrador a llamar o enviar un mensaje de texto a cualquier número de teléfono que nos haya proporcionado, o que nos brinde en el futuro, y a reproducir mensajes grabados o enviar mensajes de texto con información sobre este Pagaré por teléfono. También nos autoriza a nosotros y al Administrador a comunicarle dicha información por correo electrónico. Usted comprende que, cuando reciba estas llamadas, textos o correos electrónicos, puede incurrir en un cargo de la compañía que le brinda los servicios de telecomunicaciones, inalámbricos y/o de Internet. Acuerda que ni nosotros ni el Administrador seremos responsables ante usted por ningún cargo, molestia, disgusto o pérdida de privacidad en relación con estas llamadas, mensajes de textos o correos electrónicos. Usted comprende que cualquier persona con acceso a su teléfono o cuenta de correo electrónico puede escuchar o leer los mensajes, más allá de nuestros esfuerzos por comunicarlos únicamente a usted. Si usted cambia un número de teléfono que nos ha proporcionado o si deja de ser el propietario, abonado o usuario principal de dicho número de teléfono, usted acuerda notificarnoslo de inmediato para que podamos actualizar nuestros registros. Usted nos autoriza expresamente a nosotros y al Administrador a monitorear y grabar las llamadas. Su autorización para recibir comunicaciones tal como se describe en este párrafo se otorga como intercambio convenido.

Exhibit A

Borrower (*Deudor*): Debra Riley Riley  
Co-Borrower (*Codeudor*): N/A

Loan No. (*Nº. del Préstamo*): 6292  
Loan Date (*Fecha del Préstamo*): 07/06/2023

(Spanish Translation/Traducciones al español)

**17. THIRD-PARTY COMMUNICATIONS.** If you are late making any payment and we cannot reach you, we may contact your supervisor, landlord, and any references or alternate contact persons you gave us. We will not disclose information about you or the Loan to these persons. We will only ask them for your contact information or to leave a message for you to contact us. You can ask us not to contact these persons by calling us toll-free at 1-866-488-6090, or as we may otherwise direct. We may also contact any other persons, as the law permits.

**18. GENERAL.** Our delay or failure to exercise or enforce our rights under this Note does not mean we waive them. We may assign or transfer this Note without your consent or notice to you, unless the law requires it. If any part of this Note is held legally invalid, the rest of this Note will remain valid and enforceable. You must give us additional information, documents, signatures or photographs that we request in connection with the Loan. Anything you authorize us to do can also be done by our Servicer, agents, affiliates and contractors.

**19. MODIFICATIONS.** This Note is the entire agreement between you and us, and it replaces any prior promissory notes or agreements (verbal or written) regarding the Loan. We may, but are not required to, verbally agree to requests for payment extensions, deferments and due date changes. To the extent allowed by applicable law, we may change any invalid part of this Note to make it valid. Any other changes to this Note must be made in a writing signed by you and us.

**17. COMUNICACIONES DE TERCEROS.** Si usted se retrasa en hacer cualquier pago y no podemos comunicarnos con usted, podemos contactar a su supervisor, su arrendador y a cualquier referencia o persona alternativa de contacto que nos haya brindado. No divulgaremos información sobre usted o sobre el Préstamo a estas personas. Solo pediremos su información de contacto o dejaremos un mensaje para que se comuniquen con nosotros. Usted puede solicitarnos que no nos comuniquemos con estas personas, llamando a nuestra línea gratuita 1-866-488-6090 o como lo dispongamos. También podemos contactar a cualquier otra persona, en la medida que la ley lo permita.

**18. GENERAL.** Si nos demoramos en ejercer o hacer cumplir nuestros derechos según este Pagaré, o no lo hacemos, no implica que hayamos renunciado a ellos. Podemos asignar o transferir este Pagaré sin su consentimiento ni previo aviso, a menos que la ley así lo requiera. Si cualquier parte de este Pagaré se considera legalmente inválida, el resto del Pagaré continuará siendo válido y ejecutable. Usted debe brindarnos la información adicional, documentos, firmas o fotografías que solicitemos en relación con el Préstamo. Todo lo que nos autorice a hacer también lo pueden hacer nuestros Administrador, agentes, afiliados y contratistas.

**19. MODIFICACIONES.** Este Pagaré conforma todo acuerdo entre usted y nosotros, y reemplaza cualquier pagaré o acuerdo anterior (sea oral o escrito) en relación con el Préstamo. Podemos, aunque no estamos obligados a hacerlo, acordar oralmente las solicitudes de extensiones de pago, aplazamientos, y cambios de fecha de vencimiento. Si la ley lo permite, podemos cambiar cualquier parte inválida de este Pagaré para hacerla válida. Cualquier otro cambio de este Pagaré debe realizarse por escrito, y ser firmado por usted y por nosotros.

Exhibit A



Borrower (*Deudor*): Debra Riley Riley  
Co-Borrower (*Codeudor*): N/A

Loan No. (*Nº. del Préstamo*): 6292  
Loan Date (*Fecha del Préstamo*): 07/06/2023

(Spanish Translation/Traducciones al español)

**20. GOVERNING LAW.** This Note is governed by U.S. federal law and, to the extent state law applies, by South Dakota law (without regard to conflicts of laws principles). We are located in the State of South Dakota, disburse funds from the State of South Dakota and you agree that this Note is entered into between you and us, and received by us, in South Dakota, whether or not you live in South Dakota. Notwithstanding the above, the Arbitration Clause in Section 23 below is governed by the Federal Arbitration Act, 9 United States Code §§ 1 *et seq.*

**21. ELECTRONIC RECORD.** We may ask you to sign this Note in paper or electronic form. If you sign this Note in paper form, we can change it into and store in electronic form and destroy the paper original. We can also change any electronic form of this Note to paper form (whether you signed it in paper or electronic form); if we do, the paper form will be deemed the original. If we change this Note from one form to another, it will remain fully enforceable and your obligations will not change.

**22. SPANISH TRANSLATIONS.** We provide Spanish translations, certified by a third-party translator, as a courtesy to our Spanish-speaking customers; however, the translation may not accurately reflect the original English meaning. The English provisions are always the legally binding provisions. If the Spanish translations differ from the English provisions, the English provisions control.

**23. ARBITRATION CLAUSE.** The following Arbitration Clause has a substantial effect on your rights in the event of a dispute between you and us, or between you and the Servicer. For the purposes of this Arbitration Clause "we," "us," and "our" includes the Servicer. Please read it carefully.

The Arbitration Clause does not apply if the Borrower or any Co-Borrower is a "covered borrower" under the Military Lending Act, as defined by 32 CFR Section 232.3(g), when this Note is signed.

**20. LEYES VIGENTES.** Este Pagaré se rige por la ley federal de los EE. UU. y, en la medida en que la ley estatal aplique, por la ley de Dakota del Sur (sin considerar los principios de conflictos entre leyes). Estamos ubicados en el estado de Dakota del Sur, desembolsamos fondos del estado de Dakota del Sur y usted acuerda que este Pagaré es celebrado entre usted y nosotros, y lo recibí de nosotros, en Dakota del Sur, viva o no en Dakota del Sur. Sin perjuicio de lo anterior, la Cláusula de Arbitraje en la Sección 23 a continuación se rige por la ley federal de arbitraje, Título 9 del Código de los Estados Unidos §§ 1 y subsiguientes.

**21. REGISTRO ELECTRÓNICO.** Podemos pedirle que firme este Pagaré en formato de papel o electrónico. Si firma este Pagaré en formato de papel, nosotros podemos cambiarlo al formato electrónico, guardarlo y destruir el original en papel. También podemos cambiar cualquier formato electrónico de este Pagaré a formato de papel (ya sea que lo haya firmado en formato de papel o en formato electrónico); si lo hacemos, el formato de papel será considerado el original. Si cambiamos este Pagaré de un formato a otro, permanecerá plenamente ejecutable y sus obligaciones no cambiarán.

**22. TRADUCCIONES AL ESPAÑOL.** Brindamos traducciones al español, certificadas por un traductor externo, como cortesía para nuestros clientes hispanohablantes; no obstante, es posible que las traducciones no reflejen con precisión el significado original del inglés. Las disposiciones en inglés son siempre las disposiciones legalmente vinculantes. Si la traducción al español es distinta a las disposiciones en inglés, la versión en inglés es la que gobierna.

**23. CLÁUSULA DE ARBITRAJE.** La siguiente Cláusula de Arbitraje tiene un efecto considerable en sus derechos en caso de una disputa entre usted y nosotros, o entre usted y el Administrador. Para los propósitos de la Cláusula de Arbitraje, "nosotros", "nos" y "nuestro" incluye al Administrador. Por favor, léala con atención.

La Cláusula de Arbitraje no aplica si el Deudor o cualquier Codeudor es un "prestatario cubierto" bajo la Ley Federal de Préstamos para Personal Militar ("Military Lending Act"), según lo define 32 CFR Sección 232.3(g), cuando se firma este Pagaré.



Borrower (*Deudor*): Debra Riley Riley  
Co-Borrower (*Codeudor*): N/A

Loan No. (*Nº. del Préstamo*): 6292  
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(Spanish Translation/Traducciones al español)

**NOTICE**

- EITHER YOU OR WE MAY CHOOSE TO HAVE ANY CLAIM BETWEEN YOU AND US RESOLVED BY BINDING ARBITRATION INSTEAD OF IN COURT.
- THE CLAIM WILL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY AND NOT AS A CLASS ACTION.
- DISCOVERY AND OTHER RIGHTS ARE MORE LIMITED IN ARBITRATION THAN IN COURT.
- **YOU AND WE WAIVE THE RIGHT TO A JURY OR COURT TRIAL.**
- YOU WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION.
- YOU MAY "OPT OUT" OF THIS ARBITRATION CLAUSE IN WRITING WITHIN 60 CALENDAR DAYS.

**AVISO**

- USTED O NOSOTROS PODEMOS OPTAR POR QUE CUALQUIER RECLAMACIÓN ENTRE USTED Y NOSOTROS SE RESUELVA POR ARBITRAJE VINCULANTE EN LUGAR DE ACUDIR A UN TRIBUNAL.
- LA RECLAMACIÓN SE RESOLVERÁ ÚNICAMENTE DE FORMA INDIVIDUAL Y NO COMO DEMANDA COLECTIVA.
- LAS EXPLICACIONES Y OTROS DERECHOS ESTÁN MÁS LIMITADOS EN EL ARBITRAJE QUE EN UN TRIBUNAL.
- **TANTO USTED COMO NOSOTROS RENUNCIAMOS AL DERECHO DE TENER UN JUICIO CON JURADO O TRIBUNAL DE SENTENCIA.**
- USTED RENUNCIA A TODO DERECHO DE PRESENTAR UNA DEMANDA COLECTIVA O PARTICIPAR EN ELLA.
- PUEDE "EXCLUIRSE" DE ESTA CLÁUSULA DE ARBITRAJE POR ESCRITO DENTRO DE LOS 60 DÍAS CALENDARIO.

Borrower (*Deudor*): Debra Riley Riley  
Co-Borrower (*Codeudor*): N/A

Loan No. (*Nº. del Préstamo*): 6292  
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(Spanish Translation/Traducciones al español)

a. **Claims to Be Arbitrated.** All Claims between you and us, and against our affiliates, agents and representatives, that arise from or relate to the Loan, a previous related loan or the parties' relationship must, if you or we choose, be resolved by arbitration and not in court. If a Claim is arbitrated, you and we waive the right to a jury trial or court trial on those Claims. The term "**Claim**" means all claims or disputes of any kind, such as for a breach of this Note or a violation of law, statute, regulation or ordinance, that could have been brought in court. "Claim" includes, for example, disputes about your loan application and the marketing, collection or servicing of the Loan or a previous related loan, and this Note. "Claim" also includes any data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you. However, Small Claims are not subject to arbitration (see "Small Claims" section below). "Claim" also does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Clause (the "Clause") or any part thereof, including, without limitation, the "Class Action Waiver" section below; but any dispute or argument that concerns the validity or enforceability of the Note as a whole is for the arbitrator, not a court, to decide. Neither you nor we waive the right to arbitrate by filing suit in court.

b. **CLASS ACTION WAIVER.** ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. YOU GIVE UP ANY RIGHT YOU MAY HAVE TO PARTICIPATE IN A CLASS OR OTHER REPRESENTATIVE ACTION REGARDING ANY CLAIM THAT IS SUBJECT TO ARBITRATION. THIS MEANS THAT, WHETHER IN COURT OR IN ARBITRATION, YOU CANNOT BE A CLASS MEMBER, CLASS REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL REGARDING ANY SUCH CLAIM, AND YOU CANNOT JOIN SUCH CLAIMS WITH CLAIMS OF ANY OTHER PERSON OR ENTITY.

a. **Reclamaciones a ser sometidas a arbitraje.** Toda reclamación entre usted y nosotros, y contra nuestros afiliados, agentes o representantes, que surja del Préstamo o esté relacionada con él, un préstamo anterior relacionado o la relación entre las partes debe, si usted o nosotros lo disponemos, ser resuelta por arbitraje y no ante un tribunal. Si la reclamación es arbitrada, usted y nosotros renunciamos al derecho de un juicio por jurado o tribunal de sentencia para dichas reclamaciones. El término "**reclamación**" significa todas las reclamaciones o disputas de cualquier tipo, sea por una violación de este Pagaré o de la ley, un decreto, una reglamentación o una ordenanza que podría llevarse ante un tribunal. Las "reclamaciones" incluyen, por ejemplo, disputas sobre su solicitud de préstamo y la comercialización, cobro o administración del Préstamo, o un préstamo anterior relacionado, y este Pagaré. Una "reclamación" también incluye cualquier filtración de datos o reclamaciones de privacidad que surjan o se relacionen directa o indirectamente con nuestra divulgación de cualquier información personal sobre usted que no sea pública. No obstante, los Reclamos Menores no están sujetos al arbitraje (consulte la sección "Reclamos Menores" más adelante). Las "reclamaciones" tampoco incluyen las disputas sobre la validez, exigibilidad, cobertura o alcance de esta Cláusula de Arbitraje (la "Cláusula") o cualquier sección de ella, que incluye sin carácter limitativo la sección "Renuncia a la Demanda Colectiva" a continuación; sin embargo, cualquier disputa o desacuerdo en relación con la validez o exigibilidad del Pagaré en su conjunto queda a decisión del árbitro, no de un tribunal. Ni usted ni nosotros renunciamos al derecho de arbitrar iniciando una acción judicial.

b. **RENUNCIA A LA DEMANDA COLECTIVA.** TODO ARBITRAJE SERÁ ÚNICAMENTE INDIVIDUAL. USTED RENUNCIA A TODO DERECHO QUE TENGA DE PARTICIPAR EN UNA DEMANDA COLECTIVA U OTRA ACCIÓN REPRESENTATIVA EN RELACIÓN CON RECLAMACIONES QUE ESTÉN SUJETAS A ARBITRAJE. YA SEA EN UN TRIBUNAL O EN ARBITRAJE, USTED NO PUEDE SER MIEMBRO DE UNA DEMANDA COLECTIVA, REPRESENTANTE EN UNA DEMANDA COLECTIVA, NI APODERADO GENERAL EN RELACIÓN CON DICHA RECLAMACIÓN, Y NO PUEDE UNIRSE A DICHAS RECLAMACIONES CON RECLAMACIONES DE NINGUNA OTRA PERSONA O ENTIDAD.

Borrower (*Deudor*): Debra Riley Riley  
Co-Borrower (*Codeudor*): N/A

Loan No. (*Nº. del Préstamo*): 6292  
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(Spanish Translation/Traducciones al español)

- c. Arbitration Organization. You and we must agree to the arbitrator. If you and we cannot agree to an arbitrator, the court will appoint one in accordance with the FAA, 9 U.S.C. §5. The arbitration hearing may be in person or by teleconference, and it will take place in the United States. If in person, the hearing will take place in the federal district where you reside, at any venue required by law, or at another place that is more convenient to you if we agree.
- d. Arbitration Fees and Expenses. If you or we elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with applicable law if contrary to the administrator's rules. We shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by applicable law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein. We will also pay any fees and costs required by law or that are necessary to make this Clause enforceable. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party (including arbitration administration fees, arbitrator's fees, and attorney, expert and witness fees), to the extent such fees and expenses could be imposed under Rule 11 of the Federal Rules of Civil Procedure.
- e. Language of Hearing. The arbitration proceedings will be conducted in English; however, you may have the arbitration hearing translated in Spanish or another language by a translator agreed to by you and us. If you and we cannot agree to a translator, the arbitrator will appoint one.
- c. Organización de arbitraje. Usted y nosotros debemos acordar un árbitro. Si no logramos acordar un árbitro, el tribunal designará uno en cumplimiento con la ley FFA, 9 U.S.C. §5. La audiencia de arbitraje puede ser en persona o por teleconferencia, y tendrá lugar en los Estados Unidos. Si es en persona, la audiencia se llevará a cabo en el distrito federal donde usted reside, en cualquier lugar sitio que exija la ley, o en cualquier otro sitio que sea más conveniente para usted, si estamos de acuerdo.
- d. Cargos y gastos del arbitraje. Si usted o nosotros elegimos el arbitraje, los costos de presentación y los gastos administrativos (que no sean los cargos de audiencia) se pagarán según las reglas del administrador escogido, o en cumplimiento con la ley que corresponda si dispone lo contrario a las reglas del administrador. Nosotros pagaremos los cargos de audiencia del administrador para un día completo de las audiencias de arbitraje. La parte que solicita la audiencia pagará las tarifas de las audiencias que excedan un día, a menos que las reglas del administrador o la ley aplicable exijan lo contrario, o usted solicite que las paguemos y aceptamos hacerlo. Cada parte abonará el gasto de los honorarios de su propio abogado, excepto que la ley correspondiente disponga lo contrario. Si un decreto le concede a usted el derecho a recuperar cualquiera de estos cargos, estos derechos estatutarios aplicarán al arbitraje, sin perjuicio de ninguna disposición del presente que indique lo contrario. También pagaremos los cargos y costos exigidos por la ley o que sean necesarios para hacer cumplir esta Cláusula. Si el árbitro determina que una reclamación o defensa es infundada o tiene la injusta intención de oprimir u hostigar a la otra parte, el árbitro puede otorgar sanciones como los cargos y gastos en los que haya incurrido razonablemente la otra parte (incluyen los honorarios de la administración del arbitraje, los honorarios del árbitro y del abogado, los cargos de expertos y testigos), en la medida en que dichos cargos y gastos pudiesen imponerse bajo la Reglamentación 11 de las leyes federales de procedimiento civil (Federal Rule of Civil Procedure).
- e. Idioma de la audiencia. Los procedimientos de arbitraje se llevarán a cabo en inglés; sin embargo, puede tener la audiencia de arbitraje traducida en español u otro idioma por un traductor acordado entre usted y nosotros. Si usted y nosotros no podemos acordar un traductor, el árbitro designará uno.

Borrower (*Deudor*): Debra Riley Riley  
Co-Borrower (*Codeudor*): N/A

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f. Law and Proceedings. The Federal Arbitration Act, 9 United States Code §§ 1, *et seq.* (the “**Act**”) will govern this Clause. The arbitrator must apply the substantive law, privileges and the statutes of limitations that would apply in a court action. The arbitrator will have no authority to grant class action or representative relief or to join or consolidate claims. The arbitrator's award will be **final and binding**, except for the limited right to appeal in the Act. If the amount of the Claim exceeds \$25,000, any party can, within 14 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. The costs of such an appeal will be borne in accordance with the “Arbitration Fees and Expenses” section above. Any final decision of the appeal panel is subject to judicial review only as provided under the Act.

g. Small Claims. Despite the “Claims to be Arbitrated” section above, if a Claim is within the jurisdiction of the small claims court or your state's equivalent court (a “**Small Claim**”), you or we may bring it in small claims court. You and we do not have to arbitrate a Small Claim that is filed in small claims court. You or we may appeal the small claims court's judgment according to the law. However, if you or we bring any counterclaim or cross-claim that is for more than the small claims court's jurisdiction, the entire Claim (including the counterclaim or cross-claim) must, if you or we choose, be resolved by arbitration.

f. Procedimientos y leyes. La Ley federal de arbitraje, Título 9 del Código de los Estados Unidos §§ 1 y subsiguientes (la “**Ley**”) regirá esta Cláusula. El árbitro debe aplicar el derecho sustancial, los privilegios y el estatuto de limitaciones que se apliquen ante un tribunal. El árbitro no tendrá autoridad para otorgar una demanda colectiva o alivio representativo, ni para unir o consolidar reclamaciones. El fallo del árbitro será **definitivo y obligatorio**, excepto por el derecho limitado a apelar tal como lo establece la Ley. Si el monto de la reclamación excede los \$25,000, cualquiera de las partes, dentro de los 14 días de celebrado el fallo del árbitro, puede apelar a dicho fallo ante un panel de tres árbitros administrados por el administrador. El panel deberá considerar nuevamente cualquier aspecto del fallo inicial solicitado por la parte que apela. La decisión del panel deberá tomarse por mayoría de votos. Los costos de dicha apelación se pagarán en cumplimiento con la sección anterior “Cargos y gastos del arbitraje”. Cualquier decisión final del panel de apelación está sujeta a la revisión judicial solo como lo estipula la Ley.

g. Reclamos Menores. A pesar de la sección anterior sobre “Reclamaciones a ser sometidas a arbitraje”, si una reclamación se encuentra dentro de la jurisdicción de un tribunal para reclamaciones de menor cuantía o del tribunal equivalente de su estado (un “**Reclamo Menor**”), usted o nosotros podemos presentarla ante dicho tribunal. Ni usted ni nosotros tenemos que arbitrar un Reclamo Menor que se presente en un tribunal para dicho fin. Usted o nosotros podemos apelar el fallo del tribunal para reclamaciones de menor cuantía según la ley. Sin embargo, si usted o nosotros presentamos cualquier contrademanda o reclamación contra el demandante que supere la jurisdicción del tribunal de reclamaciones de menor cuantía, toda la reclamación (incluso la contrademanda o la reclamación contra el demandante), si usted o nosotros así lo decidimos, debe resolverse mediante arbitraje.

Exhibit A

Borrower (*Deudor*): Debra Riley Riley  
Co-Borrower (*Codeudor*): N/A

Loan No. (*Nº. del Préstamo*): 6292  
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- h. Severability and Continuation. If the court finds that any part of this Clause other than the Class Action Waiver cannot be enforced, the rest of this Clause will be enforced. If the court finds that the Class Action Waiver cannot be enforced, this entire Clause (except for this sentence) will be unenforceable with respect to the class action or representative claims. In no event will a class action or representative claim be arbitrated. This Clause will remain in effect even after this Note is paid off or terminates.
- i. Opt Out Procedure. If you do not want to resolve Claims through arbitration, you can opt out of this Clause. To do so, send us a notice as set forth in Section 13 ("Notices and Updates") of this Note **within 60 calendar days** after the Loan Date. Your notice must include your name, address, phone number, the Loan No. and Loan Date and state that you want to opt out of this Clause. Do not enclose any loan payments. **This is the only way you can opt out of this Arbitration Clause**. Your opt out will not affect any other provisions of this Note.
- h. Separabilidad y continuación. Si el tribunal determina que alguna parte de esta Cláusula que no sea la renuncia a la demanda colectiva es inejecutable, el resto de esta Cláusula permanecerá aplicable. Si el tribunal dispone que la renuncia a la demanda colectiva es inejecutable, toda esta Cláusula (excepto esta oración) será inejecutable con respecto a las reclamaciones representativas o de demandas colectivas. En ninguna circunstancia una medida colectiva o reclamación representativa podrán ser arbitradas. Esta Cláusula permanecerá vigente, incluso después de haber pagado o cancelado en su totalidad este Pagaré.
- i. Procedimiento de exclusión. Si no desea resolver las Reclamaciones a través del arbitraje, puede excluirse de esta Cláusula. Para hacerlo, envíenos un aviso tal como se indica en la sección 13 ("Avisos y Actualizaciones") de este Pagaré **dentro de los 60 días calendario** a partir de la Fecha del Préstamo. En el aviso, debe incluir su nombre, dirección, número de teléfono, N° del Préstamo y Fecha del Préstamo, y debe aclarar que desea excluirse de esta Cláusula. No incluya ningún pago del Préstamo. **Esta es la única manera de excluirse de esta Cláusula de Arbitraje**. Su exclusión no afectará sus obligaciones relacionadas con este Pagaré.
- 24. CLASS ACTION WAIVER**. An arbitration must be on an individual basis only. For arbitrated claims, you give up any right to start or join a class or other representative action. You cannot be a class member, class representative or private attorney general regarding any other claims. You cannot join such claims with claims of any other person in either court or in arbitration.
- 24. RENUNCIA A LA DEMANDA COLECTIVA**. Los Arbitrajes serán únicamente individuales. Para todas las reclamaciones arbitradas, usted renuncia a todo derecho que tenga de iniciar o participar en una demanda colectiva u otra acción representativa. Usted no puede ser miembro de una demanda colectiva, representante en una demanda colectiva, ni apoderado general en relación con otras reclamaciones. Usted no puede unirse a dichas reclamaciones con reclamaciones de ninguna otra persona, ya sea en un tribunal o en arbitraje.

Exhibit A

Borrower (*Deudor*): Debra Riley Riley  
Co-Borrower (*Codeudor*): N/A

Loan No. (*Nº. del Préstamo*): 6292  
Loan Date (*Fecha del Préstamo*): 07/06/2023

(Spanish Translation/Traducciones al español)

**25. MILITARY LENDING ACT NOTICE.** The following notice applies to "covered borrowers" under the Military Lending Act, as defined by 32 CFR Section 232.3(g):

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

You may call us toll-free at 1-888-408-3020 to hear the above notice and your loan payment schedule.

**NOTICE TO CONSUMER:** 1. Do not sign this Note before you read it. 2. You are entitled to a copy of this Note. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

By signing below, you acknowledge that: (1) you have received and read a copy of this Note, **including the Arbitration Clause**, and (2) you agree to all of its terms and conditions.

**SIGNATURE(S)(FIRMA(S)):**

DocuSigned by:



065166E0392C458

Borrower (*Deudor*)

N/A

Co-Borrower (*Codeudor*)

**25. AVISO SOBRE LA LEY DE PRÉSTAMOS PARA PERSONAL MILITAR ("MILITARY LENDING ACT").** El siguiente aviso se aplica a los "prestatarios cubiertos" bajo la Military Lending Act, según se define en 32 del CFR, Sección 232.3(g):

La ley federal brinda importantes protecciones a los miembros de las fuerzas armadas y sus dependientes en relación con la extensión de créditos al consumidor. En general, el costo del crédito al consumidor para un miembro de las fuerzas armadas y sus dependientes puede no exceder de una tasa de porcentaje anual de 36 por ciento. Esta tasa debe incluir, según aplique a la cuenta o transacción del crédito: los costos asociados con las primas del seguro del crédito; los cargos por productos secundarios vendidos en conexión con la transacción del crédito; cualquier cargo que se haga por la solicitud (que no sean ciertos cargos de solicitud por cuentas o transacciones de crédito especificadas); y cualquier cargo de participación hecho (que no sean ciertos cargos de participación por una cuenta de tarjeta de crédito).

Puede llamarnos a la línea gratuita 1-888-408-3020 para escuchar el aviso anterior y su programación de pagos del préstamo.

**AVISO AL CONSUMIDOR:** 1. No firme este Pagaré antes de leerlo. 2. Usted tiene derecho a una copia de este Pagaré. 3. Usted puede pagar por adelantado el saldo no pagado en cualquier momento sin penalidad alguna y puede tener derecho a recibir un reembolso de los cargos no devengados en cumplimiento con la ley.

Al firmar abajo, usted certifica que: (1) ha recibido y leído una copia de este Pagaré, **incluyendo la Cláusula de Arbitraje**, y (2) acepta todos sus términos y condiciones.

07/01/2023

Date (*Fecha*)

07/01/2023

Date (*Fecha*)

**ACH RECURRING PAYMENT AUTHORIZATION**  
**AUTORIZACIÓN DE PAGOS RECURRENTE POR ACH**

Borrower (*Deudor*): Debra Riley Riley  
Co-Borrower (*Codeudor*): N/A

Loan No. (*Nº del Préstamo*): 6292  
Loan Date (*Fecha del Préstamo*): 07/06/2023

**Spanish Translation (*Traducción al español*)**

- By signing below, Account Holder ("you") authorizes Pathward, National Association, Oportun, Inc., and their affiliates (collectively "we", "us" and "our") to automatically withdraw your loan payments from your deposit account ending in xxxxxx4116 ("Account") at Wells Fargo ("Bank") via recurring electronic ACH debit entries ("Authorization"). You authorize us to initiate debits of \$209.90 ("scheduled debit amount"), Every month on the payment due dates, beginning on 08/10/2023, which is the effective date of this Authorization. These debits will continue until the amount due under your loan is paid in full or until this Authorization is canceled. You also authorize us to initiate ACH debits or credits to your Account as necessary to correct erroneous transactions.
  - You have the right to receive 10 days' prior written notice from us of the amount and date of any debit that varies from the scheduled debit amount. However, if we debit your account for any amount in a range from \$1 up to the scheduled debit amount, you agree that we do not have to send you such prior written notice, unless required by law. We will not debit your Account for more than the scheduled debit amount above.
  - If any payment due date falls on a weekend or holiday, the debit will be processed on the next business day. If your Bank rejects any debit because you do not have an account with the Bank, we will cancel these recurring debits. If your Bank rejects any debit because there is not enough money in your Account, we will suspend these recurring debits until you have paid all past due payments and any returned payment fees or any other fees due under your promissory note. Once your account is current, we will re-start the recurring ACH payments under this Authorization, unless you tell us that you do not wish to re-start the recurring payments, in which case we will cancel the recurring ACH payments.
  - You represent that you are an authorized signer on the Account. You agree to notify us promptly of any changes to the Account and must provide us seven (7) days' advance notice of any changes to the Account. You acknowledge that the ACH transactions to your Account must comply with United States law.
  - How to Cancel.** You may cancel this Authorization by calling us toll-free at (888) 752-1207 during our business hours. You must notify us of the cancellation at least **3 business days** before the payment due date. You may also cancel these recurring ACH payments by following your Bank's stop payment procedures, but your Bank may charge you a fee. If you cancel, you must still make your loan payments on time.
- Al firmar a continuación, el titular de la cuenta ("usted") autoriza a Pathward, National Association, Oportun, Inc. y a sus afiliados (en conjunto, "nosotros" y "nuestro") a retirar automáticamente los pagos de su préstamo de su cuenta de depósito terminando en xxxxxx4116 ("Cuenta") del banco Wells Fargo ("Banco"), a través de débitos electrónicos recurrentes por ACH ("Autorización"). Usted nos autoriza a comenzar a hacer débitos de \$209.90 ("monto a debitar programado"), Cada mes en las fechas de vencimiento del pago, a partir del 08/10/2023, que es la fecha de entrada en vigencia de esta Autorización. Estos débitos continuarán hasta que el monto adeudado de su préstamo se pague en su totalidad o hasta que se cancele esta Autorización. Usted también nos autoriza a iniciar débitos o créditos por ACH a su Cuenta, según sea necesario, para corregir transacciones equivocadas.
  - Usted tiene el derecho de recibir una notificación por escrito de parte de nosotros, con 10 días de anticipación, sobre el monto y fecha de cualquier débito que difiera del monto a debitar programado. Sin embargo, si debitamos de su Cuenta cualquier monto entre \$1 hasta el monto a debitar programado, usted acepta que no tenemos que enviarle dicha notificación previa por escrito, excepto que la ley así lo exija. No debitaremos de su cuenta un monto superior al monto a debitar programado indicado anteriormente.
  - Si cualquier fecha de pago cae en fin de semana o día festivo, el débito será procesado el siguiente día hábil. Si su Banco rechaza cualquier débito porque usted no tiene una cuenta con ese Banco, cancelaremos estos débitos recurrentes. Si su Banco rechaza cualquier débito porque no hay suficiente dinero en su Cuenta, suspendaremos estos débitos recurrentes hasta que usted haya efectuado todos los pagos atrasados y haya pagado cualquier cargo por pago rechazado u otros cargos debidos según el pagaré. Cuando su Cuenta vuelva a estar al día, volveremos a activar los pagos recurrentes por ACH acorde a esta Autorización, excepto que nos indique que no desea volver a activarlos; en ese caso, cancelaremos los pagos recurrentes por ACH.
  - Usted declara que es un firmante autorizado de la Cuenta. Usted acuerda notificarnos de inmediato cualquier cambio en la Cuenta y debe proporcionarnos un aviso con siete (7) días de anticipación sobre cualquier cambio en la Cuenta. Reconoce que las transacciones por ACH de su Cuenta deben cumplir con las leyes de los Estados Unidos.
  - Cómo cancelar.** Usted puede cancelar esta Autorización llamándonos a la línea gratuita (888) 752-1207 durante nuestro horario comercial. Debe notificarnos sobre la cancelación por lo menos **3 días hábiles** antes de la fecha de vencimiento del pago. También puede cancelar estos pagos recurrentes por ACH siguiendo los procedimientos de su Banco para detener pagos, pero su Banco puede cobrarle un cargo. Aun si usted los cancela, debe seguir realizando los pagos del préstamo a tiempo.

Exhibit A

ACH RECURRING PAYMENT AUTHORIZATION

AUTORIZACIÓN DE PAGOS RECURRENTE POR ACH

Spanish Translation (*Traducción al español*)

IMPORTANT

To avoid any returned payment fees, you agree you will have enough money in your Account to cover the amount of the scheduled debit. ACH debits could take up to **5 business days** to be deducted from your Account.

IMPORTANTE

Para evitar cualquier cargo por pago rechazado, usted acuerda contar con suficiente dinero en su Cuenta para cubrir el monto del débito programado. Los débitos por ACH pueden demorar hasta **5 días hábiles** en debitarse de su Cuenta.

You acknowledge that (1) this Authorization is voluntary and is not required as a condition of obtaining your loan, (2) the Spanish Translation is provided as a courtesy only and the English version is the legally effective version, and (3) you received a copy of this Authorization when you signed it.

Usted reconoce que (1) esta autorización es voluntaria y no se requiere como una condición para obtener el préstamo, (2) la traducción al español se suministra solo como una cortesía y la versión en inglés es la versión legalmente vigente, y (3) recibió una copia de esta Autorización cuando la firmó.

Signature(s)(Firma(s))

DocuSigned by:



065166F0392C458...

07/01/2023

Account Holder's Signature (*Firma del Titular de la Cuenta*)

Date (*Fecha*)

Name (*Nombre*): Debra Riley Riley

COPY VIEW

Exhibit A



Rev. 06/22

**FACTS****WHAT DO PATHWARD FINANCIAL, INC. AND PATHWARD, NATIONAL ASSOCIATION DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and transaction history
- Credit history and assets

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Pathward Financial, Inc. and Pathward, National Association choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Pathward share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We do not share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We do not share
<b>For our affiliates to market to you</b>	No	We do not share
<b>For nonaffiliates to market to you</b>	No	We do not share

**Questions?**

Call 833-898-0023 or go to [www.pathwardprivacypolicy.com](http://www.pathwardprivacypolicy.com)

**Who we are****Who is providing this notice?**

Pathward Financial, Inc., and Pathward, National Association (together, "Pathward").

**What we do****How does Pathward protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.

**How does Pathward collect my personal information?**

We collect your personal information, for example, when you

- Open an account or apply for a loan
- Make deposits or withdrawals from your account or provide account information
- Make a wire transfer

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes—information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

**Definitions****Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Pathward does not share with affiliates.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Pathward does not share with nonaffiliates so they can market to you.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partner(s) include nonaffiliated financial companies that we may partner with to jointly market financial products or services to you.*

**Other important information**

**For California and Vermont Residents:** We will not share personal information we collect about you with affiliated and nonaffiliated third parties, except as permitted by law, including, for example, for our own marketing purposes, our everyday business purposes, or with your consent.

**For Vermont Residents:** We will not share your credit information or information about your creditworthiness, transactions, or experience, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**For Nevada Residents:** We are providing you this notice under state law. You may be placed on our internal Do Not Call List by contacting the Privacy Department and requesting an Opt Out of Marketing. If you would like more information about our telemarketing practices and the Nevada Law, you may contact us at Pathward, N.A., Attn: Privacy Department, 5501 S. Broadband Lane, Sioux Falls, South Dakota 57108, and phone number: 833-898-0023. For more information on this law, you may contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Ave., Suite 3900, Las Vegas, NV 89101; phone number: 702.486.3132; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov).

FACTS	WHAT DOES OPORTUN DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• account balances and payment history</li> <li>• credit history and credit scores</li> </ul> <p>When you are <i>no longer</i> our customer, we may continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Oportun chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Oportun share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For non-affiliates to market to you</b>	No	We don't share

<b>Questions?</b>	Call 866-488-6090 or visit <a href="https://digit.co">digit.co</a> or <a href="https://oportun.com">oportun.com</a>
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Exhibit A

Who we are	
Who is providing this notice?	Oportun, Inc. and its affiliates, such as Oportun, LLC and Hello Digit, LLC (collectively, "Oportun")
What we do	
How does Oportun protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Oportun collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• give us your income information or provide employment information</li> <li>• apply for financing or open an account</li> <li>• give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include PF Servicing, LLC and companies with an Oportun or Digit name such as Oportun Financial Corporation and Digit Advisors LLC</i></li> </ul>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Oportun does not share with non-affiliates so they can market to you</i></li> </ul>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include retailers and financial companies</i></li> </ul>
Other Important Information	
<p><b>For California and Vermont Residents:</b> We will not share information we collect about you with nonaffiliated third parties, except as permitted by the law of the state of your residence, such as to process your transactions or to maintain your account.</p> <p><b>For Texas Residents:</b> Oportun is licensed and examined under the laws of the State of Texas and by state law subject to regulatory oversight by the Office of Consumer Credit Commissioner. Any consumer wishing to file a complaint against Oportun should contact the Office of the Consumer Credit Commissioner through one of the means indicated below: In Person or U.S. Mail: 2601 North Lamar Boulevard, Austin, Texas 78705-4207. Telephone No.: (800) 538-1579. Fax No.: (512) 936-7610. E-mail: <a href="mailto:consumer.complaints@occc.state.tx.us">consumer.complaints@occc.state.tx.us</a> Website: <a href="http://www.occc.state.tx.us">www.occc.state.tx.us</a>.</p>	

# CREDIT EDUCATION

## Key points about your unsecured personal loan

### 1. How your unsecured personal loan works

- Your unsecured personal loan is an installment loan which means it is repaid over time with a set number of scheduled payments.
- Each on-time payment you make lowers the loan principal (the amount you are borrowing), the interest (the cost of borrowing the money), and any fees that may be assessed to your loan. Your Loan Disclosure and Promissory Note explains the order in which payments may be applied.
- You're also charged an administrative fee, which covers the cost of making the loan to you.
- The interest on your loan and the administrative fee make up the annual percentage rate (APR), which is the total cost of borrowing money expressed as an annual rate.
- Your full payment schedule and the fees associated with your loan can be seen on your Loan Summary & Payment Schedule disclosure included in your loan documents.

### 2. Prepare for interest charges

- Interest charges start on the day we disburse your loan proceeds, even if you haven't used them.

### 3. Making payments

- One of the easiest ways to pay your loan is to sign up for recurring payments from your bank account. It's free and easy to set up. Call 866-488-6090 to sign up.
- You can also make your payment in cash at any Oportun location. Please bring the exact amount as we're unable to make change. If you don't have the exact amount, any additional amount will be applied to your loan in accordance with your contract.
- If you make a payment in person, you'll receive a receipt that reflects the payment made. If you don't receive a receipt, please ask for one.

### 4. Pay early with no penalty

- You can always pay more than your amount due, or even pay your loan off completely at any time, without prepayment penalty. If you make your payments early, you'll pay less interest.

### 5. Planning ahead for trips and holidays

- If your payment date coincides with a federal holiday, you may pay the next business day without penalty.
- If you're going on a trip and won't be able to make a payment, call 866-488-6090 to explain that you'd like to schedule one or more payments in advance.

### 6. Avoid additional fees

- If we do not receive your payment(s) within six days after it's due date, you may have to pay a late fee. See your Loan Disclosures and Promissory Note for the late fee amount.
- If any payment is returned by your bank, you may be charged a returned payment fee. In addition to fees being assessed to your personal loan, your financial institution may also charge fees based on payment being returned. See your Loan Disclosure and Promissory Note for returned payment fee amount.

Exhibit A

# CREDIT EDUCATION

## Key points about managing your credit

### Why is a credit score important?

Whether you apply for a loan, credit card, rent an apartment, or even apply for a job, your credit score may be used to determine your creditworthiness.

If you've paid your bills or debts on time and have a good credit score, you're more likely to qualify for credit and pay a lower interest rate. In addition, you may be more likely to be accepted as a tenant or an employee.

### How do I build good credit?

The most important thing you can do to build credit is to pay your bills and debts on time. Cell phone companies, insurance providers, banks, lenders, and others often report their customers' payments to the national credit bureaus Equifax, Experian, and TransUnion. If you pay your bills on time, they'll provide positive reports to the credit bureaus.

If you have a credit card, the second most important thing you can do to build good credit is to pay the full amount each month, even if it's greater than the minimum payment. Alternatively, pay enough to only have 30% of your credit limit remain as outstanding. For example, if you have a \$1,000 credit card limit and use the full amount, pay your bill in full that month or pay at least \$700 to leave no more than \$300 outstanding.

### I don't have a credit history. How do I get started?

In order to build credit, you need to have a loan or a credit card with a company that reports to the credit bureaus. However, it can be hard to convince a company to lend to you if you don't have a credit history.

Fortunately, we may be able to provide you a loan, even if you don't have a credit history. As you make your loan payments, we will report those payments to Experian and TransUnion, allowing you to build a credit history.

Please make your loan payments on or before the date they are due. This is the most important factor in building good credit!

### How can I view my credit history, check my score, or dispute an error on my credit report?

You can obtain a credit report for free every 12 months at from each of the credit reporting agencies at AnnualCreditReport.com or by calling 877-322-8228. If you find that any information contained in your credit report is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Experian	PO Box 4500 Allen, TX 75013	866-200-6020	Experian.com/dispute
TransUnion Consumer Solution	PO Box 2000 Chester, PA 19016- 2000	800-916-8800	Transunion.com/dispute
Equifax Information Services LLC	PO Box 740256 Atlanta, GA 30374- 0256	866-349-5191	Equifax.com/dispute

DocuSigned By

07/01/2023

Date

07/01/2023

Date

Borrower's signature

Co-borrower's signature

Exhibit A

**PayNearMe Cash PaySlip**

- Número de Préstamo: **xxxx292**
- Lleve esta hoja de pago a una tienda participante
- Pídale que sigan las instrucciones para su tienda
- Conserve su recibo
- Para ayuda acerca de su préstamo, llame a Oportun al 866-488-6090

**Ud. Paga al menos  
\$209.90**

**CVS Cashier Steps**

1. Scan the barcode
2. Ask the customer how much they want to pay (at least \$209.90)
3. Enter the amount
4. Collect cash from the customer
5. Give the customer their receipt

**7-Eleven Associate Steps**

1. Enter at least \$209.90 for amount
2. Press OTHER FUNCT, then LOAD
3. Scan barcode
4. Get payment from customer
5. Give customer receipt and slip

**Family Dollar Team Member Steps**

1. Customer pays at least \$209.90
2. Scan barcode
3. Key in the desired payment amount and press Total
4. Collect the payment from the customer and tender the transaction
5. Provide the customer with the receipt

**Casey's Sales Associate Steps**

1. Customer pays at least \$209.90
2. Scan barcode
3. Key in the desired payment amount and press Total
4. Collect the payment from the customer and tender the transaction
5. Provide the customer with the receipt

**Walmart MoneyCenter Steps**

1. Payments must be made at Walmart MoneyCenter
2. Select 'Scan barcode' in Financial Services tab and then 'ADD CASH TO ACCOUNT' option
3. Follow screen prompts
4. Give customer receipt and PaySlip

Si tiene preguntas sobre su pago, comuníquese con Oportun, Inc. 866-488-6090 [hello@oportun.com](mailto:hello@oportun.com)

Exhibit A

CASE NO. J3-CV-26-000551 Filed: 1/28/2026 12:52 PM MM

Oportun, Inc  
Plaintiff

IN THE JUSTICE OF THE PEACE COURT

vs.  
Debra Riley Riley  
Defendant(s)

Precinct No. Precinct 3

**MILITARY SERVICE DECLARATION**

Plaintiff's attorney herein certifies:

1. Defendant(s) Debra Riley Riley is/are not engaged in Military Service.
2. Attached are the results of a military verification from the Department of Defense Manpower Data Center online database at <https://scra.dmdc.osd.mil>.

My name is Malaysha Seals, and my business address is 3525 Piedmont Rd. NE Building 6, Suite 750, Atlanta, GA 30305, and

I declare under penalty of perjury that the foregoing is true and correct.  
☒ The Defendant(s) is NOT a member of the Armed Forces of the United States on active duty, based upon a search of the DOD Manpower Data Center by the Defendant(s) social security number.

I attached a true copy of the DMDC verification. (If you checked this box, you must attach a copy of the DMDC verification. You can print a copy of the DMDC verification from this web address:  
<https://www.dmdc.osd.mil/appj/scra/scraHome.do>.)

1/13/26  
\_\_\_\_\_  
Date

/s/ Malaysha Seals  
\_\_\_\_\_  
Malaysha Seals SBN: 24128493





## Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-0916  
Birth Date:  
Last Name: RILEY RILEY  
First Name: DEBRA  
Middle Name:  
Status As Of: Dec-11-2025  
Certificate ID: L2WP1SDFS5C972F

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, Space Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Exhibit C

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.

Exhibit C

J3-CV-26-000551

Filed: 1/28/2026 12:52 PM MM

**CASE NO.**

OPORTUN, INC  
PLAINTIFF

IN THE JUSTICE OF THE PEACE COURT

Precinct 3

v.

Debra Riley Riley  
DEFENDANT(S)

TRAVIS COUNTY, TEXAS

**CERTIFICATE OF LAST KNOWN ADDRESS**

In strict compliance with Rule 503.1 (d), Texas Rules of Civil Procedure, it is hereby certified that the last known mailing address of Defendant is as follows:

7304 TANAQUA LN

Defendant's Address

AUSTIN TX 78739

City, State, and Zip Code

/s/ Malaysha Seals

Signature of Attorney for Plaintiff

1/13/26

Date

txefile@aph-law.com

E-Mail Address