

Assigned for all purposes to: Chatsworth Courthouse, Judicial Officer: Bernie LaForteza

PLD-C-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Katrina M. Brown, Esq. (SBN 314007); Kelsey L. Thwaites (SBN 30667) Parker, Simon, Kokolis & Brown, LLP 755 Baywood Drive, 2nd Floor Petaluma, CA 94954 TELEPHONE NO: 707-210-3020 FAX NO. (Optional): 707-210-3030 E-MAIL ADDRESS (Optional): kbrown@pskbfirm.com ATTORNEY FOR (Name): Plaintiff - LCS Capital, LLC		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 9425 Penfield Avenue MAILING ADDRESS: Same as Above CITY AND ZIP CODE: Chatsworth, CA 91311 BRANCH NAME: Chatsworth Courthouse		
PLAINTIFF: LCS Capital, LLC DEFENDANT: Maria Figueroa, an individual <input checked="" type="checkbox"/> DOES 1 TO <u>10</u> , inclusive		
CONTRACT <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number): <input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number):		
Jurisdiction (check all that apply): <input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input checked="" type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited		CASE NUMBER: 22CHLC05235

1. **Plaintiff* (name or names):**

LCS Capital, LLC

alleges causes of action against **defendant* (name or names):**

Maria Figueroa, an individual

2. This pleading, including attachments and exhibits, consists of the following number of pages: 9

3. a. Each plaintiff named above is a competent adult

☒ **except** plaintiff (name): LCS Capital, LLC

(1) ☐ a corporation qualified to do business in California

(2) ☐ an unincorporated entity (describe):

(3) ☒ other (specify):

Colorado limited liability company

b. ☐ Plaintiff (name):

a. ☐ has complied with the fictitious business name laws and is doing business under the fictitious name (specify):

b. ☐ has complied with all licensing requirements as a licensed (specify):

c. ☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.

4. a. Each defendant named above is a natural person

☐ **except** defendant (name):

(1) ☐ a business organization, form unknown

(2) ☐ a corporation

(3) ☐ an unincorporated entity (describe):

(4) ☐ a public entity (describe):

(5) ☐ other (specify):

☐ **except** defendant (name):

(1) ☐ a business organization, form unknown

(2) ☐ a corporation

(3) ☐ an unincorporated entity (describe):

(4) ☐ a public entity (describe):

(5) ☐ other (specify):

* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

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4. (Continued)

b. The true names of defendants sued as Does are unknown to plaintiff.

(1) ☒ Doe defendants (specify Doe numbers): 1-5 were the agents or employees of the named defendants and acted within the scope of that agency or employment.(2) ☒ Doe defendants (specify Doe numbers): 6-10 are persons whose capacities are unknown to plaintiff.c. ☐ Information about additional defendants who are not natural persons is contained in Attachment 4c.d. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names):5. ☐ Plaintiff is required to comply with a claims statute, anda. ☐ has complied with applicable claims statutes, orb. ☐ is excused from complying because (specify):6. ☐ This action is subject to ☐ Civil Code section 1812.10 ☐ Civil Code section 2984.4.

7. This court is the proper court because

a. ☐ a defendant entered into the contract here.b. ☐ a defendant lived here when the contract was entered into.c. ☒ a defendant lives here now.d. ☐ the contract was to be performed here.e. ☐ a defendant is a corporation or unincorporated association and its principal place of business is here.f. ☐ real property that is the subject of this action is located here.g. ☐ other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

☒ Breach of Contract☐ Common Counts☐ Other (specify):9. ☐ Other allegations:

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

a. ☒ damages of: \$ 17,866.35b. ☐ interest on the damages(1) ☐ according to proof(2) ☐ at the rate of (specify): percent per year from (date):c. ☒ attorney's fees(1) ☐ of: \$(2) ☒ according to proof.d. ☒ other (specify):

costs according to proof

11. ☐ The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: 3/8/2022

Katrina M. Brown, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE:

LCS Capital, LLC v. Maria Figueroa, an individual

CASE NUMBER:

FIRST

(number)

CAUSE OF ACTION—Breach of ContractATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): LCS Capital, LLC

alleges that on or about (date): 09/01/2017

a ☒ written ☐ oral ☐ other (specify):

agreement was made between (name parties to agreement):

Cross River Bank and Maria Figueroa

☒ A copy of the agreement is attached as Exhibit A, or☐ The essential terms of the agreement ☐ are stated in Attachment BC-1 ☐ are as follows (specify):

BC-2. On or about (dates): 05/08/2018

defendant breached the agreement by ☒ the acts specified in Attachment BC-2 ☐ the following acts (specify):

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

☐ as stated in Attachment BC-4 ☒ as follows (specify):

Money damages in the amount of \$17,866.35, plus post-judgment interest.

BC-5. ☒ Plaintiff is entitled to attorney fees by an agreement or a statute☐ of \$☒ according to proof.BC-6. ☒ Other:

Costs associated with collecting the delinquent payments due under the Note

SHORT TITLE: LCS Capital, LLC vs. Maria Figueroa, an individual	CASE NUMBER:
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ATTACHMENT (Number): BC-2*(This Attachment may be used with any Judicial Council form.)*

On or about September 1, 2017, Defendant Maria Figueroa ("Figueroa") borrowed money from Cross River Bank, and executed a Promissory Note in the amount of \$19,000.00 (the "Note"). A copy of the Promissory Note is attached hereto as Exhibit A and incorporated herein by reference.

Under the Note, Defendant Figueroa promised to make 59 consecutive monthly payments in the amount of \$583.81 beginning on or before October 8, 2017, and a final payment of \$583.86 on or before September 8, 2022 to satisfy the loan. See page 2 of Exhibit A.

The original Note does not exist in print pursuant to Cross River Bank's policies and procedures, by which versions of all documents are executed, stored and maintained electronically.

The Note contains a covenant to pay all principal, interest, and any other sums that may be due and payable under the Note. See page 2 of Exhibit A.

The last payment Defendant Figueroa made was received on April 8, 2018. Defendant Figueroa defaulted under the terms of the Note by failing to tender payment as promised, and despite demand, failed to cure the default.

On October 12, 2017, Cross River Bank, whose address is 885 Teaneck Road, Teaneck, NJ 07666 sold the Note (identified as loan number ending 3552 during all transfers recited herein) to CAH- LLC, whose address is 26642 Towne Centre Dr., Foothill Ranch, CA 92610. On June 8, 2018, CAH-LLC sold the Note to Credit Suisse, whose address is 11 Madison Avenue, New York, NY 10010. On June 14, 2018, Credit Suisse sold the Note to Credit Suisse ABS Trust 2018-LD1, whose address is 1100 North Market Street, Wilmington, DE 19890. On September 28, 2018, Credit Suisse ABS Trust 2018-LD-1 charged off the remaining unpaid balance in the amount of \$17,866.35. On November 21, 2018, Credit Suisse ABS Trust 2018-LD-1 sold the Note to LCS Capital, LLC, a debt buyer and the Plaintiff in this action, whose address is 6782 S. Potomac Street, Suite 100, Centennial, CO 80112, pursuant to an Asset Purchase Agreement.

Prior to the sale of the debt, Defendant Maria Figueroa's last known address appeared in the charge off creditor's records as 2328 N. Fairview Street, Apt B, Burbank, CA 91504.

As the sole owner of the Note, Plaintiff is entitled to all amounts due and unsatisfied under the loan and has authority to assert all rights related thereto. In accordance with the Note, Defendant shall be liable to Plaintiff for all of Plaintiff's costs and expenses in collecting the amount due, including reasonable attorney's fees. See page 3 of Exhibit A.

LCS is in compliance with Ca. Civ. Code §1788.52.

On or about November 5, 2021 a demand was made upon Defendant Figueroa accelerating all amounts due under the Note.

As of March 8, 2022, the unpaid balance due under the Note is \$17,866.35, plus reasonable attorney's fees and court costs justly due and owing to Plaintiff from Defendant under the terms of the Note.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 4 of 4*(Add pages as required)*

EXHIBIT A

LOAN NUMBER	NOTE DATE	PRINCIPAL AMOUNT	MATURITY DATE	INTEREST RATE
3552	09/01/2017	\$19,000.00	09/01/2022	27.32%

Lender

Cross River Bank
885 Teaneck Road
Teaneck, NJ 07666

Borrower

Maria Figueroa
2328 N Fairview St Apt #B
Burbank, CA 91504

LOAN AGREEMENT. This Loan Agreement will be referred to in this document as the "Note" and includes any extensions, renewals, modifications, and substitutions of this Note.

LENDER. "Lender," "we," "us," or "our" means Cross River Bank, a federally insured New Jersey state-chartered commercial bank, whose address is stated above, and its successors and assigns.

BORROWER. "Borrower," "you," or "your" means each person who signs this Note.

PROMISE TO PAY. You promise to pay the principal amount of \$19,000.00 (which includes a non-refundable loan origination charge of \$950.00), plus interest on the outstanding principal balance and any other charges. You promise to pay according to the Payment Schedule below. You will pay such amounts to the order of Lender at our office at the address noted above or at such other place as we or our Bank Servicer may designate in writing. You will make all payments in lawful money of the United States of America. You understand that we may, at our option, transfer this Note.

FEDERAL TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 29.98%	FINANCE CHARGE The dollar amount the credit will cost you. \$16,978.65	Amount Financed The amount of credit provided to you on your behalf. \$18,050.00	Total of Payments The amount you will have paid after you have made all of the payments as scheduled. \$35,028.65
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Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
59	\$583.81	Your first payment is due one month after the funding of your loan and each subsequent payment is due monthly thereafter on the same day of each month.
1	\$583.86	Your last payment will be due 60 months from the funding date of your loan.

Security:	This loan is an unsecured loan.
Late Charge:	If you fail to make a payment within fifteen (15) days of its scheduled due date, you will be charged \$15.
Prepayment:	If you pay off early, you will not have to pay a penalty, however, you will not be entitled to a refund of any part of the prepaid finance charge (Non-Refundable Loan Origination Fee).

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

Itemization of Amount Financed

Principal Amount: \$19,000.00
Prepaid Finance Charge (Non-Refundable Loan Origination Fee): \$950.00
Amount given to you directly: \$18,050.00

COMPLETING THE TRANSACTION. This offer of this Note expires if you do not sign and submit it by 09/01/2017. If you submit this Note after such date or if inadvertent processing issues exist, then you acknowledge that this Note will not be binding. In those scenarios, you acknowledge that we may, in our sole discretion, offer you the opportunity to sign a new note replacing this Note.

NONREFUNDABLE LOAN ORIGATION FEE, INTEREST RATE AND SCHEDULED PAYMENT CHANGES. You agree to pay us a non-refundable loan origination fee, which we have included in the principal loan amount, and withheld from the proceeds of this loan. The Finance Charge begins to accrue on the date the non-refundable loan origination fee is withheld from the proceeds of this loan, which is the funding date. The simple interest rate on this Note will be fixed at 29.98% per annum, charged on the principal amount outstanding. Nothing contained herein shall be construed to require you to pay interest at a greater rate than the maximum allowed by law. This is a simple interest note. The Finance Charge is figured on a 360-day a year simple interest basis by applying the ratio of the Annual Percentage Rate over 360 multiplied by the outstanding principal balance and multiplied by the actual number of days the principal balance is outstanding. For the purpose of this calculation interest is calculated daily on the basis of a 360-day year with 12 months each of which is 30 (or 30/360) long, regardless if a month has more or less than 30 days. Your actual Finance Charge will depend on your payment patterns. The actual Finance Charge may be more than the Finance Charge disclosed on the front of this Note if you make your payments later than the scheduled dates or in less than the scheduled amount. Payments will be applied first to any fees or charges, then the earned Finance Charge, and then to the unpaid Amount Financed.

RETURNED PAYMENT FEE. If your payment is returned unpaid, you agree to pay a returned payment fee of \$15 to us, pursuant to applicable law. At our discretion, and after any notice required by applicable law, we may add such fee to the balance owing under this Note.

LATE PAYMENT CHARGE. If any required payment is not made within fifteen (15) days of its scheduled due date, then at our option, we will assess a late payment charge of \$15. We will not impose a late charge if the only delinquent amount is part or all of a prior late charge.

ATTORNEYS' FEES AND OTHER COSTS. You agree to pay all of our costs and expenses incurred in connection with the enforcement of this Note including, without limitation, reasonable attorneys' fees and court costs, to the extent permitted by law.

PREPAYMENT. This Note may be prepaid in full or in part at any time without penalty. If you prepay, you will not be entitled to a rebate of any portion of the non-refundable loan origination fee.

SECURITY. This loan is an unsecured loan.

APPLICATION OF PAYMENTS. The non-refundable loan origination fee is withheld from the loan proceeds. Your payments directly to us will be applied first to [other fees and charges], then to [accrued but unpaid interest], then to [principal].

DEFAULT. You will be in default and we may, to the extent permitted by law, declare the entire unpaid balance of this loan immediately due and payable if:

- (a) You do not keep any promise or perform any obligation under this Note or any other agreement that you may have with us;
- (b) You give us false or misleading information in order to obtain, or while you owe on, this loan; or,
- (c) You die or become involved in any bankruptcy, receivership, insolvency, or custodial proceedings brought by or against you.

REMEDIES. If you are in default under this Note, we may accelerate and require payment of the entire unpaid balance of this loan and use all remedies available to us. Lender reserves the right to report loan payment delinquencies of 30 days or longer to one or more consumer reporting agencies in accordance with applicable law. Borrower agrees to pay all costs of collecting any delinquent payments, including reasonable attorneys' fees, as permitted by applicable law.

ASSIGNABILITY. We may assign, pledge or transfer this Note or any of our rights and remedies without notice, with all or any of the obligations. The assignee shall have the same rights and remedies as if named herein in place of Lender. You may not assign this Note or any benefit accruing hereunder without our express written consent.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Note is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Note without invalidating the remainder of either the affected provision or this Note.

HEADINGS. The headings preceding text in this Note are for my general convenience in identifying subject matter but have no limiting impact on the text which follows any particular heading.

GOVERNING LAW. This Note shall be governed by and construed, interpreted, and enforced in accordance with federal law and, to the extent state law applies, the laws of New Jersey applicable to a New Jersey state-chartered bank without regard to conflict of laws provisions. We are located in New Jersey. We entered into this Note with you in New Jersey. Pursuant to federal law, you agree that we are charging those rates and fees permitted in accordance with the laws of the state of New Jersey, which is the state where we are located. You agree to pay such agreed upon rate, fees, and charges to us in accordance with such law. If any provision of this Note is held to be invalid, the remaining provisions will remain valid and enforceable.

ORAL AGREEMENTS DISCLAIMER. This Note represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

BANK SERVICER. LoanDepot, LLC ("Bank Servicer") will service this account on behalf of Cross River Bank. You will receive a welcome letter from Bank Servicer following origination.

ARBITRATION. THIS SECTION DOES NOT APPLY TO BORROWERS THAT AT THE TIME OF APPLICATION ARE (A) AN ACTIVE DUTY MILITARY MEMBER, (B) A SPOUSE OF AN ACTIVE DUTY MILITARY MEMBER, OR (C) IN SOME INSTANCES DEPENDENTS OF AN ACTIVE DUTY MILITARY MEMBER. RESOLUTION OF DISPUTES: I HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS MY RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND ME. I UNDERSTAND THAT I HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN PARAGRAPH (b) BELOW.

a. Either party to this Agreement, or Cross River Bank, may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this section 17 (the "Arbitration Provision"), unless you opt out as provided in section 17(b) below. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us and/or Cross River Bank (or persons claiming through or connected with us and/or Cross River Bank), on the other hand, relating to or arising out of this Agreement, any Note, the Site, and/or the activities or relationships that involve, lead to, or result from any of the foregoing, including (except to the extent provided otherwise in the last sentence of section 17(f) below) the validity or enforceability of this

Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross -claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

b. You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to Cross River Bank, 885 Teaneck Road, Teaneck NJ 07666, which is received at the specified address within 30 days of the date of your electronic acceptance of the terms of this Agreement. The opt out notice must clearly state that you are rejecting arbitration; identify the Agreement to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send the opt out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Provision. If the opt out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf.

c. The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or JAMS. The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply.

d. If we (or Cross River Bank) elect arbitration, we (or Cross River Bank, as the case may be) shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you 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 countervailing law if contrary to the administrator's rules. We (or Cross River Bank, as the case may be) 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 (or Cross River Bank) pay them and we agree (or Cross River Bank agrees) to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by 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.

e. Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three- arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross -appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

f. We agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. No arbitration shall proceed on a class, representative, or collective basis (including as private attorney general on behalf of others), even if the claim or claims that are the subject of the arbitration had previously been asserted (or could have been asserted) in a court as class representative, or collective actions in a court. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this section 17(f), and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this section 17(f) shall be determined exclusively by a court and not by the administrator or any arbitrator.

g. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

h. This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Agreement and the relationship of the parties and/or Cross River Bank; (ii) the bankruptcy or insolvency of any party or other person; and (iii) any transfer of any loan or Note or any other promissory note(s) which you owe, or any amounts owed on such loans or notes, to any other person or entity. If any portion of this Arbitration Provision other than section 17(f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in section 17(f) are finally adjudicated pursuant to the last sentence of section 17(f) to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

[This Note contains a **JURY TRIAL WAIVER AND ARBITRATION CLAUSE** governed by the Federal Arbitration Act. By signing this Note, you waive your rights to a jury trial as well as to participate in class action litigation, and you agree to arbitrate disputes. You read the **JURY TRIAL WAIVER AND ARBITRATION CLAUSE** before signing.]

By signing this Note on the date shown below, you acknowledge reading, understanding, and agreeing to all its provisions, and receiving a completely filled in copy of this Note.

STATE LAW NOTICES:

CALIFORNIA RESIDENTS ONLY: A married applicant may apply for a separate account. If Lender takes any adverse action as defined by § 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, Borrower has the right to obtain within 60 days a free copy of Borrower's consumer credit report from the consumer reporting agency who furnished the consumer credit report and from any other consumer credit reporting agency that complies and maintains files on consumers on a nationwide basis.

CALIFORNIA AND UTAH RESIDENTS: As required by California and law, Borrower is hereby notified that a negative credit report reflecting on Borrower's credit record may be submitted to a credit reporting agency if Borrower fails to fulfill the terms of Borrower's credit obligations.

KANSAS (and **IOWA** residents if the principal amount of this loan exceeds \$20,000): **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. LENDER MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

MARYLAND RESIDENTS ONLY: Lender elects to make this loan pursuant to Subtitle 10 (Credit Grantor Closed End Credit provisions) of Title 12 of the Maryland Commercial Law Article only to the extent that such provisions are not inconsistent with Lender's authority under federal law (12 U.S.C. § 85, § 1463(g), or § 1831d, as appropriate) and related regulations and interpretations, which authority Lender expressly reserves.

MASSACHUSETTS RESIDENTS ONLY: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

MISSOURI AND NEBRASKA RESIDENTS: ORAL LOAN AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF SUCH DEBT, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT BORROWER(S) AND THE LENDER AND ANY HOLDER OF THIS NOTE FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

NEW JERSEY RESIDENTS: The section headings of the Note are a table of contents and not contract terms. Portions of this Note with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Note, actions or practices (i) by which Lender is or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may be or will be taken by Lender unless prohibited by "applicable law" are permitted by New Jersey law.

NEW YORK, RHODE ISLAND and VERMONT RESIDENTS: Borrower understands and agrees that Lender may obtain a consumer credit report in connection with this application and in connection with any update, renewals for extension of any credit as a result of this application. If Borrower asks, Borrower will be informed whether or not such a report was obtained, and if so, the name and address of the agency that furnished the report. Borrower also understands and agrees that Lender may obtain a consumer credit report in connection with the review or collection of any loan made to Borrower as a result of this application or for other legitimate purposes related to such loans.

OHIO RESIDENTS ONLY: The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law. Interest was calculated per Ohio Revised Code 1321.57 sections (B), (C), (D), (H), (K), and (L).

WISCONSIN RESIDENTS ONLY: For married Wisconsin residents, Borrower's signature confirms that this loan obligation is being incurred in the interest of Borrower's marriage or family. No provision of any marital property agreement (pre -marital agreement), unilateral statement under § 766.59 of the Wisconsin statutes or court decree under § 766.70 adversely affects Lender's interest unless, prior to the time that the loan is approved, Lender is furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision. If this loan for which Borrower is applying is granted, Borrower will notify Lender if Borrower has a spouse who needs to receive notification that credit has been extended to Borrower.

Maria Figueroa

09/01/2017

Name

Date