

Cause No: _____

LVNV FUNDING LLC,
Plaintiff,
vs.
ISRAEL ADEREMI ,
Defendant.

IN THE COUNTY COURT

AT LAW NO. _____

OF HARRIS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

COMES NOW LVNV Funding LLC, ("Plaintiff") and for cause of action against Defendant Israel Aderemi, shows as follows:

Discovery Control Plan

1. Discovery is to be conducted under Level 1 pursuant to Tex. R. Civ. P. § 190.1 and affirmatively pleads that it seeks monetary relief of \$250,000 or less.

Parties

2. Plaintiff, LVNV Funding LLC, brings this debt claim case, which is within the jurisdictional limits of this Court. Plaintiff is an entity organized and existing under the laws of the United States of America and authorized to bring this action in the State of Texas.
3. Defendant Israel Aderemi, is an adult individual upon whom service of citation may be had at 23834 Asino Dr , Katy, TX 77493--380, or wherever they may be found.

Venue

4. Venue is proper in Harris County pursuant to Section 15.002(a)(2) of the Texas Civil Practice and Remedies Code because it is the county of residence for one or more of the Defendant(s) at the time the cause of action accrued.

Facts

5. Beginning on 12/27/2021, Cross River Bank advanced dollar amounts bearing Account No. XXXX4456 ("the Account") to the Defendant, which Defendant used or authorized to be used for the purchase of goods, merchandise, services or for cash advances and thereby became bound to repay.

6. The Defendant ceased making the required payments on the Account and the Account was closed/charged-off on 9/30/2022.
7. Plaintiff is the holder and sole owner of the Account as Plaintiff purchased the Account as well as all rights to the same on or about 10/14/2022.
8. As of the date of this Petition, Defendant owes the Account balance of \$49,841.27. Plaintiff sues herein for balance, cost of court, and continuing post-judgment interest.

Breach of Contract

9. Plaintiff is entitled to recover on a breach of contract claim because Defendant has breached the agreement between the parties by failing to pay all amounts due and owing on the Account in accordance with the terms of the agreement. Plaintiff has presented its claim to Defendant for payment, but Defendant has failed and refused to pay the amount owed.

Account Stated

10. In the alternative, Plaintiff is entitled to recover on an account stated claim because the transactions between the parties gave rise to an indebtedness for which an agreement existed, express or implied, establishing the amount due by Defendant to Plaintiff as well as the promise by Defendant to repay the Plaintiff on the indebtedness. Defendant has failed to pay all amounts due and owing on the Account in accordance with the terms of the agreement. Plaintiff has presented its claim to Defendant for payment, but Defendant has failed and refused to pay the amount owed.

Conditions Precedent

11. All conditions precedent to Plaintiffs right of recovery have been fulfilled.

Prayer

Plaintiff requests that the court issue citation for Defendant to appear and answer, and that Plaintiff be awarded a judgment against Defendant for balance totaling \$49,841.27, costs of court, as well as all other relief to which Plaintiff is entitled. Plaintiff expressly waives its right, if any, to recover its attorneys' fees in this matter.

JOHNSON MARK LLC

By /s/ Leslie Dodson

Leslie Dodson SBN 24109813

Matthew P. Clark SBN 24100155

Shondra Williams SBN 24101351

Erin Thompson SBN 24144124

P.O. Box 7811 Sandy, Utah 84091-7811

Tel 877-412-0368 Texasattorneys@jmlaw.com

Attorneys for Plaintiff

UNOFFICIAL COPY

Loan Agreement

Israel Aderemi

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Cross River Bank

Best Egg Loan Agreement and Promissory Note

The terms and conditions of this Loan Agreement and Promissory Note (this "Agreement") are a binding contract between Cross River Bank ("we," "us," or "our") and the borrower ("you" and "your"), whose name and address are listed above. The terms of this Agreement affect your rights and you should read them carefully and print a copy for your records. Your agreement to these terms means you agree to borrow and repay the money if your loan is approved under the terms of this Agreement, and agree to have any dispute with us resolved by binding arbitration to extent permitted by law.

1. Loan Terms.

- a. The principal Amount of Your Loan is: \$50,000.00
- b. The Origination Fee is: \$2,495.00
- c. The Amount Given to You Directly is: \$47,505.00
- d. The Interest Rate is: 7.80%.
- e. Your Payment Schedule is: 59 consecutive monthly payments of \$1,009.04 and one final payment of the unpaid principal balance, all unpaid interest, and all unpaid fees and charges. The first payment will be approximately one calendar month after the loan is funded. See paragraph 7. Payments, below, for more details.
- f. Your loan is unsecured.

2. Credit Reports. You hereby authorize us (and our service providers) to obtain consumer reports (also called credit reports) and related information about you from one or more consumer reporting agencies. We may also obtain additional consumer reports at any time in connection with the origination, servicing, administration, collection, or enforcement of the loan.

3. Verification of Information. We may verify any information you submit by requiring you to produce appropriate documentation or other proof, and also reserve the right to conduct such verification through third parties. You hereby authorize us to request and obtain data from any third parties to verify any information you provide to us in connection with your application. Verification of information may cause a delay in the disbursement of loan proceeds. We may terminate consideration of your application at any time in our sole discretion.

4. Loan Funding and Closing.

- Funding. Loan proceeds are disbursed as a deposit to your designated bank account and/or as a direct payment to the creditor(s) you designated, if any, pursuant to participating in Best Egg's Direct Pay program. You authorize us to disburse the loan proceeds by Automated Clearing House ("ACH") transfer to your designated account or on your behalf to your selected designee, including the creditor designated as set forth above.

- Closing. BY ELECTRONICALLY SIGNING OR AGREEING TO THIS AGREEMENT IN ANOTHER WAY, YOU ARE COMMITTING TO OBTAIN A LOAN FROM US IN THE AMOUNT AND ON THE TERMS SET FORTH IN THIS AGREEMENT. YOU GENERALLY HAVE NO RIGHT TO RESCIND THE LOAN ONCE MADE BUT YOU MAY PREPAY THE LOAN AT ANY TIME WITHOUT PENALTY. WE HAVE NOT AGREED TO MAKE A LOAN TO YOU UNLESS AND UNTIL WE INFORM YOU THAT WE HAVE APPROVED YOUR LOAN APPLICATION.

5. Promise to Pay. You promise to pay to us the Amount of Your Loan set forth in paragraph 1, above, together with interest and fees as provided in this Agreement.

6. Interest. You agree to pay interest on the unpaid principal balance of the Amount of Your Loan from the date the loan proceeds are disbursed until the loan is paid in full, at the fixed annual Loan Interest Rate set forth in paragraph 1, above. Interest is calculated on a daily basis, on the unpaid principal balance, at the interest rate, and for the number of days that balance was unpaid. This is a simple interest obligation, and interest is not charged on unpaid interest. The Total Payments and amount of the Finance Charge set forth in the Truth in Lending Disclosure Statement assume that each payment is made on its due date. Late payments will result in more interest (and fees as set out in paragraph 12); early payments will result in less interest.

7. Payments. You agree to make monthly payments of principal and interest in the amounts set forth in the payment schedule in paragraph 1, above. The last payment may be a different amount because of rounding and because of when you made your prior payments and whether you paid them in full.

8. Making Your Loan Payments. If you authorize us and our successors and assigns (and any of our successors' and assigns' affiliates, agents or service providers) and in consideration of our disbursement of loan proceeds to you or your designee, including any creditor you designated pursuant to Best Egg's Direct Pay program, more rapidly by ACH than by check, we will automatically withdraw via debit from your designated account by ACH transfer the amount of each payment due on its due date as further described below. With regard to payments made by automatic withdrawal, you have the right to stop payment of automatic withdrawals or revoke your prior authorization for automatic withdrawals by notifying us or your financial institution at least three (3) banking days before the scheduled date of transfer. You may elect at any time to make payments by check or another method by contacting our customer service department at 844-825-2608. If you do not provide authorization to debit your designated account by ACH transfer, then you will be deemed to have elected to pay by another method in accordance with the foregoing provisions.

If you elect to make payments by ACH transfer, you authorize us and our successors and assigns (and any of our successors' and assigns' affiliates, agents or service providers) to debit your designated account by ACH transfer for the amount of each remaining payment due on its due date. However, if your payment due date occurs on a non-business day, your account will be debited the next business day. You will maintain sufficient funds in your designated account to make these payments. This authorization does not affect your obligation to pay when due all amounts payable on your loan, whether or not there are sufficient funds in your accounts. The foregoing authorization is in addition to, and not in limitation of, any rights of setoff we may have. You have the right to have any unauthorized debit credited to your bank account in accordance with the applicable provisions of the Electronic Funds Transfer Act as implemented

by Federal Reserve System Regulation E. If you stop the automatic withdrawals, you are still obligated to make each payment that is due. You will receive a monthly statement advising of your payment amount.

If you elect to make payments by check or any method other than automatic withdrawal by ACH transfer, you must send such payments as directed on your monthly billing statements. We do not accept payments in cash or by credit card or gift card. You may also contact us for instructions on how to make payments by other payment options.

9. Prepayments and Partial Payments. You may make any payment early, in whole or in part, without penalty or premium at any time. Any partial prepayment is to be applied to any applicable payment or returned payment fees, interest, and then to the principal, and does not postpone the due date of any subsequent monthly installments, unless we otherwise agree in writing. If you prepay in part, you agree to continue to make regularly scheduled payments until all amounts due under this Agreement are paid. **We may accept late payments or partial payments, even though marked "paid in full" or with similar language, without losing any rights under this Agreement.** We will use any payment we receive to pay any payment then due, in whole or in part. If no payment is then due, we will use any payment of the regularly scheduled payment amount to pay the next scheduled payment. If the next scheduled payment has been paid, or if the payment is in another amount, we will treat the payment as a partial prepayment, unless you and we agree otherwise.

10. Application of Payments. All regularly scheduled payments are to be applied first to any applicable payment or returned payment fees, interest, and then to the principal, and then to collection and other permitted expenses provided; however, that after an Event of Default (as defined below), payments will be applied to your obligations as we determine in our sole discretion.

11. Other Borrower Obligations. You agree that you (A) are a US citizen or permanent resident and (B) did not and will not, in connection with your loan application: (i) make any false, misleading or deceptive statements or omissions of fact in your application; (ii) misrepresent your identity, or describe, present or portray yourself as a person other than yourself; or (iii) use any of the loan proceeds to fund any post-secondary educational expenses, including, but not limited to, tuition, fees, books, supplies, miscellaneous expenses, or room and board. You acknowledge and agree that we may rely without independent verification on the accuracy, authenticity, and completeness of all information you provide to us. You certify that the proceeds of the loan will not be used for the purpose of purchasing or carrying any securities or to fund any illegal activity.

12. Fees.

- **Origination Fee.** If applicable, you agree to pay a non-refundable Origination Fee to us, as set forth in paragraph 1. Loan Terms, above. This fee will be deducted from your loan proceeds, so the Amount Given to You Directly or on your behalf may be less than the full principal Amount of Your Loan. You acknowledge that the Origination Fee will be considered part of the principal on your loan and is subject to the accrual of interest.
- **Returned Check or ACH Fee.** You agree to pay a fee of \$15 if ACH transfers or checks are returned or fail due to insufficient funds in your account or for any other reason. The bank that holds your designated account may assess its own fee in addition to the fee we assess.

- **Late Fee.** If your payment is not received by us within three days of the due date, we will charge a late fee in the amount of \$15. We will charge only one late fee on each late payment. These fees may be collected using ACH transfers initiated by us from your designated account. Any such late fee assessed is immediately due and payable (subject to application of payments in paragraph 10). Any payment received after 6:00 P.M., Eastern Time, on a banking day is deemed received on the next succeeding banking day.

13. Default. You may be deemed in default on your loan (each, an "Event of Default") if you: (1) fail to pay timely any amount due on your loan; (2) file or have instituted against you any bankruptcy or insolvency proceedings or make any assignment for the benefit of creditors; (3) die; (4) commit fraud or make any material misrepresentation in this Agreement, or any other documents, applications or related materials delivered to us in connection with your loan; or (5) fail to abide by the terms of this Agreement. Upon the occurrence of an Event of Default, and after any notice and opportunity to cure the default, if such notice and right to cure is required by applicable law, we may exercise all remedies available to us under applicable law and this Agreement including, without limitation, demand that you or your estate immediately pay all amounts owed on your loan.

14. Collection & Reporting of Delinquent Loans. You agree to pay all costs of collecting any delinquent payments, as permitted by applicable law, including, if we file suit in court, reasonable attorneys' fees for an attorney who is not our salaried employee. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

15. Communications Consent: You agree that we and any of our affiliates, agents, service providers or assigns (and any of our assigns' affiliates, agents or service providers) may call you, leave you a voice prerecorded, or artificial voice message, or send a text, e-mail, or other electronic message to you for any purpose related to the processing, servicing and collection of your loan, for surveys or research or for any other informational purpose related to your loan (each a "Communication") using an automatic telephone dialing system or otherwise. You agree that we and any of our affiliates, agents, service providers or assigns (and any of our assigns' affiliates, agents or service providers) may call or text you at any telephone number associated with your loan, including cellular telephone numbers, and may send an e-mail to any email address associated with your loan. You also agree that we and any of our affiliates, agents, service providers or assigns (and any of our assigns' affiliates, agents or service providers) may include your personal information in a Communication and may conduct a Communication using an automatic telephone dialing system. We will not charge you for a Communication, but your data service provider may. In addition, you understand and agree that we and any of our affiliates, agents, service providers or assigns (and any of our assigns' affiliates, agents or service providers) may always communicate with you in any manner permissible by law that does not require your prior consent.

16. Assignment of Your Loan. You agree that we may, without further prior notice to or consent from you, assign any or all of our right, title and interest in this Agreement and your loan, including record of this loan, the debt incurred, any transfer of the obligation and your promise to repay, to anyone. Marlette Funding, LLC or its agents or designees, acting solely for this purpose as your agent, shall maintain at one of its offices in Wilmington, Delaware a copy of each assignment delivered to it and a register for the recordation of the name and address of the holder of your loan (including any assign, if any, who becomes the holder of your loan

pursuant to an assignment), and principal amounts (and stated interest) of your loan or loans owing to, such holder pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and you, Cross River Bank or its agents or designees, and the holder of your loan (including any assign, if any, who becomes the holder of your loan pursuant to an assignment) shall treat the person whose name is recorded in the Register pursuant to the terms hereof as a holder of your loan hereunder for all purposes of this Agreement. Recordation in the Register is the sole means of assignment or transfer of the holder's (or its assign's) interest in your loan. The Register shall be available for inspection by you and any holder (including assigns), at any reasonable time and from time to time upon reasonable prior notice.

17. Entire Agreement. This Agreement represents the entire agreement between you and us regarding the subject matter hereof and supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between us with respect to your application and loan.

18. Electronic Transactions. THIS AGREEMENT IS FULLY SUBJECT TO YOUR CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES, WHICH YOU AGREED TO AT THE TIME OF YOUR APPLICATION. YOU EXPRESSLY AGREE THAT THIS AGREEMENT IS A "TRANSFERABLE RECORD" FOR ALL PURPOSES UNDER THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND THE UNIFORM ELECTRONIC TRANSACTIONS ACT.

19. Notices. All notices and other communications to you hereunder may be given by email to your email address on file with us or by regular mail to your address on file with us, and shall be deemed to have been duly given and effective upon transmission. You acknowledge that you have sole access to the email account on file and that communications from us may contain sensitive, confidential, and collections-related communications. If your email address changes, you must notify us of the change. You also agree to update your residence address and telephone number if they change. You may send written correspondence to us at the following address: Best Egg, P.O. Box 42912, Philadelphia, PA 19101. You may also reach us by phone by dialing 844-825-2608 during normal business hours.

20. NO WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

21. LIMITATION ON LIABILITY. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, WE MAKE NO REPRESENTATION OR WARRANTY TO YOU REGARDING THE EFFECT THAT THE AGREEMENT MAY HAVE UPON YOUR FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY.

22. Waiver of Demand. You hereby waive demand, notice of non-payment, protest, and all other notices or demands whatsoever, unless such waiver is prohibited by law.

23. Amendments. Any changes to this Agreement must be in writing signed by you and us.

24. Miscellaneous. The parties acknowledge that there are no third party beneficiaries to this Agreement. You may not assign, transfer, sublicense or otherwise delegate your rights or obligations under this Agreement to another person without our prior written consent. Any such assignment, transfer, sublicense or delegation in violation of this paragraph 24 shall be null and void. We are located in the State of New Jersey and this Agreement will be entered into in the State of New Jersey. The provisions of this Agreement will be governed by federal laws and, to the extent that state law applies and is not preempted by federal law, the laws of the State of New Jersey, without regard to any principle of conflicts of laws that would require or permit the application of the laws of any other jurisdiction. Any waiver of a breach of any provision of this Agreement will not be deemed a waiver of any other subsequent breach. Failure or delay by either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. If at any time after the date of this Agreement, any of the provisions of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality and unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provisions of this Agreement. The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement in any way.

Special Note for Residents of Colorado: If you are a resident of the State of Colorado as of the date of this Agreement and the Annual Percentage Rate of your Loan as set forth in your Truth in Lending Disclosure Statement exceeds the maximum finance charge permitted for a "supervised loan" under C.R.S. § 5-2-201(2) then the provisions of this Agreement are governed by Colorado law except for terms preempted or authorized by federal law (including the interest rate, origination fee, late fee and returned check fee), which are governed by federal law and New Jersey law.

25. NOTICE TO ACTIVE DUTY MILITARY SERVICEMEMBERS AND THEIR DEPENDENTS:

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).

For more information regarding your rights as a covered borrower under the Military Lending Act, please call 844-876-2611.

26. Arbitration.

- a. Either party to this Agreement, or any subsequent assign of this Agreement, 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 paragraph 26 (the "Arbitration Provision"), unless you opt out as provided in paragraph 26(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 any assign (or persons claiming through or connected with us and/or any assign), on the other hand, relating to or arising out of this Agreement and/or the activities or relationships that involve, lead to, or result from this Agreement,

including (except to the extent provided otherwise in the last sentence of paragraph 26(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 Best Egg, P.O. Box 42912, Philadelphia, PA 19101, only if 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 any assign) elect arbitration, we (or the assign, 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 the assign, 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 the assign) pay them and we agree (or the assign 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 paragraph 26(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 paragraph 26(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 assignee; (ii) the bankruptcy or insolvency of any party or other person; and (iii) any transfer of any loan or this Agreement to any other person or entity. If any portion of this Arbitration Provision other than paragraph 26(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 paragraph 26(f) are finally adjudicated pursuant to the last sentence of paragraph 26(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.
- i. EXCEPTION: Active duty military servicemembers and their dependents are exempt from arbitration to the extent provided for in the Military Lending Act.

NOTICE TO CONSUMER:

1. Do not sign this Agreement before you read it.
2. You are entitled to a copy of this Agreement.
3. You may prepay the unpaid balance at any time without penalty.

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. You may change the terms of this Agreement only by another written agreement. IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Signature: Israel Aderemi, Signature Date: 12/25/2021
IP Address: 96.33.64.12

You can contact us for purposes of this Agreement at Best Egg, P.O. Box 42912, Philadelphia, PA 19101. For customer service, our telephone number is 844-825-2608.

STATE LAW NOTICES:

ALL BORROWERS: Oral agreements or commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt, are not enforceable. To protect you and us 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 later may agree in writing to modify.

CALIFORNIA RESIDENTS: A married applicant may apply for a separate account. If we take 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, you have the right to obtain within 60 days a free copy of your 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 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.

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. We may change the terms of this agreement only by another written agreement.

MARYLAND RESIDENTS: To the extent that any court determines that this Agreement is subject to Maryland law concerning consumer credit, you and we agree and elect 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 our authority under federal law (12 U.S.C. § 1831d) and related regulations and interpretations, which authority we expressly reserve.

MASSACHUSETTS RESIDENTS: 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 you and us and any holder of this

agreement 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 HAMPSHIRE RESIDENTS: You are not required to sign this agreement (directly or indirectly), or agree to enter into such an agreement as a condition of purchasing any property, goods or services. Reasonable attorney fees shall be awarded to the prevailing party in any action you bring against us or we bring against you. If we successfully assert a partial defense or set-off, recoupment, or counterclaim to an action brought by you, the court may withhold from you the entire amount or such portion of the attorney's fees as the court considers equitable.

NEW JERSEY RESIDENTS: The paragraph headings of this Agreement are a table of contents and not contract terms. Portions of this Agreement 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 Agreement, actions or practices (i) which are or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may be or will be taken by us unless prohibited by "applicable law" are permitted by New Jersey law.

NEW YORK, RHODE ISLAND and VERMONT RESIDENTS: You understand and agree that we 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 you ask, you 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. You also understand and agree that Lender may obtain a consumer credit report in connection with the review or collection of any loan made to you as a result of this application or for other legitimate purposes related to such loans.

NORTH DAKOTA RESIDENTS ONLY: Notice: Money brokers are licensed and regulated by the Department of Financial Institutions, 2000 Schafer Street, Suite G, Bismarck, North Dakota 58501-1204. The Department of Financial Institutions has not passed on the merits of the contract and licensing does not constitute an approval of the terms or of the broker's ability to arrange any loan. Complaints regarding the services of money brokers should be directed to the Department of Financial Institutions. (NDAC 13-05-01-09)

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy 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.

SOUTH DAKOTA RESIDENTS: Any improprieties in making the loan or in loan practices may be referred to the South Dakota Division of Banking, located at 1601 N. Harrison Avenue, Suite 1, Pierre, SD 57501, or by phone at 605.773.3421.

WISCONSIN RESIDENTS: For married Wisconsin residents, your signature confirms that this loan obligation is being incurred in the interest of your 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 our interest unless, prior to the time that the loan is approved, we are 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 you are applying is granted, you will notify us if you have a spouse who needs to receive notification that credit has been extended to you.

[illegible]

UNOFFICIAL COPY

Cause No.

LVNV FUNDING LLC,
Plaintiff,

vs.

ISRAEL ADEREMI ,
Defendant.

IN THE COUNTY COURT

AT LAW NO. _____

OF HARRIS COUNTY, TEXAS

**NON-MILITARY DECLARATION UNDER PENALTY OF PERJURY PURSUANT TO
TEX. CIV. PRAC. & REM. CODE § 132.001**

Pursuant to Texas Civil Practice and Remedies Code §132.001, which provides that "an unsworn declaration may be used in lieu of a written sworn declaration, verification, certification, oath or affidavit required by statute or required by a rule, order, or requirement adopted as provided by law," and Texas Business and Commerce Code §322.007 which provides that "if a law requires a record to be in writing, an electronic record satisfies the law" and "if a law requires a signature, an electronic signature satisfies the law," the undersigned attorney hereby submits the following unsworn declaration under penalty of perjury as to the military status of the Defendant Israel Aderemi:

1. I am employed as an attorney by the law firm of Johnson Mark, LLC, which is the law firm representing Plaintiff in the above-styled cause. I am one of the attorneys responsible for overseeing the litigation of this cause.

2. The Department of Defense Manpower Data Center indicates that the Defendant is not currently on active duty, has not been on active duty in the past 367 days, or has not been notified of a future call-up to active duty in any branch of the Armed Forces. A copy of the results are attached.

3. Based upon my review of the matter, the attached results, and to the best of my knowledge, the Defendant is not currently on active duty in any branch of the Armed Forces.

My name is Leslie Dodson, my date of birth is XX/XX/1972, and my address is P.O. Box 7811 Sandy, Utah 84091, and United States of America. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Salt Lake County, State of Utah, on January 12, 2025.

JOHNSON MARK LLC

By /s/ Leslie Dodson

Leslie Dodson SBN 24109813
Matthew P. Clark SBN 24100155
Shondra Williams SBN 24101351
Erin Thompson SBN 24144124
P.O. Box 7811 Sandy, Utah 84091-7811
Tel 877-412-0368 Texasattorneys@jmlaw.com
Attorneys for Plaintiff

**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX-4305
Birth Date: Jul-XX-1974
Last Name: ADEREMI
First Name: ISRAEL
Middle Name:
Status As Of: Jan-10-2025
Certificate ID: 7ZQVJB3GJMWSWQH

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.

Sam Yousefzadeh

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

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.

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Envelope ID: 96183175

Filing Code Description: Petition

Filing Description:

Status as of 1/14/2025 1:53 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Johnson Mark		Texasattorneys@jmlaw.com	1/14/2025 9:53:22 AM	NOT SENT
ABC Legal		ServeOnlyTX@abclegal.com	1/14/2025 9:53:22 AM	NOT SENT