IN THE COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA

JEFFERSON CAPITAL SYSTEMS, LLC,

Plaintiff,	Case No.:
vs.	
DAVID PHILLIPS,	
Defendant.	
	/ COMPLAINT

Plaintiff, Jefferson Capital Systems, LLC, by and through its undersigned attorney, sues Defendant, DAVID PHILLIPS, and as grounds therefore states:

- 1. This is a cause of action for damages, which do not exceed \$50,000.00 exclusive of interest and costs, and is within the jurisdictional limits of this Court.
- 2. Plaintiff, Jefferson Capital Systems, LLC, is a Georgia limited liability company, which is duly authorized to conduct business in the State of Florida.
- 3. Venue and jurisdiction are properly laid in ORANGE County, Florida pursuant to Chapter 47, *Florida Statutes*, because, upon reasonable belief, Defendant resides in that county.
- 4. Prior to the commencement of this action, Plaintiff acquired the account referenced herein from SYNCHRONY BANK and by virtue thereof is entitled to all rights originally bestowed upon the original creditor. See attached Exhibit 1.
- 5. Plaintiff notified Defendant of the assignment more than thirty (30) days before initiation of legal action, pursuant to Florida Statute § 559.715.
- 6. The original creditor, SYNCHRONY BANK, entered into a Contract with Defendant, a copy of which is attached hereto as Exhibit 1 and by reference made a part hereof.

- 7. Pursuant to the terms of the contract, Defendant obtained a loan/line of credit from Plaintiff's assignor.
- 8. Defendant has failed to pay the amount due and owing pursuant to the terms of said Contract.

COUNT I BREACH OF CONTRACT

- 9. Plaintiff realleges paragraphs one (1) through eight (8) and alleges as follows:
- 10. Although Plaintiff has made demand upon Defendant for payment, Defendant has refused to make payment in full.
 - 11. The principal balance of \$8,716.36 remains due and owing to Plaintiff.
- 12. Plaintiff has satisfied any and all conditions precedent to the bringing of this action or such conditions have been waived.

WHEREFORE Plaintiff demands judgment against Defendant for damages, costs, postjudgment interest and any other relief this court deems just and proper.

COUNT II UNJUST ENRICHMENT

- 13. Plaintiff realleges paragraphs one (1) through eight (8) and, in the alternative, alleges as follows:
- 14. The original creditor, SYNCHRONY BANK, conferred a benefit upon Defendant by opening an account pursuant to Defendant's request.
- 15. Defendant received and used, or authorized the use of, the account extended while knowing that the original creditor expected to be paid for money or services provided in connection with said account, together with interest thereon.

16. It would be inequitable for Defendant to retain the benefits conferred by the original creditor without paying for the value thereof.

17. Plaintiff, as assignee, is owed the sum of \$8,716.36, and Defendant has been unjustly enriched by that amount together with post judgment interest to accrue at the statutory rate.

WHEREFORE Plaintiff demands judgment against Defendant for damages, costs, post-judgment interest and any other relief this court deems just and proper.

Respectfully submitted, 03/18/2024.

By: /s/ Ricco Washburn

Ricco Washburn, Esq. Florida Bar No.: 1001007 Attorney for Jefferson Capital Systems, LLC P.O. Box 17210 Golden, CO 80402

Phone: (303) 215-0050 or (877) 328-6180

Fax: (303) 215-1351 courtdocs@jcap.com

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



BILL of SALE

Jefferson Capital (SIBVJINS) - PSCC Installment Bulk - May 2022

For value received and in further consideration of the mutual covenants and conditions set forth in the Accounts Purchase Agreement (the "Agreement"), dated as May 11, 2022, by and between Synchrony Bank formerly known as GE Capital Retail Bank, RFS Holding, L.L.C., Synchrony Card Funding, LLC and Retail Finance Credit Services, LLC., ("Seller") and Jefferson Capital Systems, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Accounts as set forth in the Notification File (as defined in the Agreement), delivered by Seller to Buyer on or about 12th of May 2022, and as further described in the Agreement.

Synchrony Bank

By: Lynne Fisher

By: Lynne Fisher (May 31, 2822 12:52 EUT)

Lynne Fisher

Title: SVP Recovery Operations

RFS Holding LLC

By: Lyting Flather (May 31, 2022 22:53 EDT)

Lynne Fisher

Title: Duly Authorized Signatory

Synchrony Card Funding, LLC

Ry Mar Bloom (Mar 2) 2002 12-52 FDT

Lynne Fisher

Title: Duly Authorized Signatory

Retail Finance Credit Services, LLC

By: Upfine Plates (May 31, 2022 12:52 EDT)

Lynne Fisher

Title: Vice President

Name	Social Security Number	Number Account Number	Seller Account Number	Open Date
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
DAVID PHILLIPS				
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

[Redacted] indicates that all data for these records is redacted to protect other Consumers who were included in the same sale file but not part of the current action. Social Security Number, Account Number, and Seller Account Number information is masked to present only the last four characters in order to protect Consumer information. LEGEND:

Page 1 of 3

Charge Off Date	Charge Off Amount	Purchased Balance	Last Payment Date	Last Payment Amount
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
12/23/2020	\$8,716.36	\$8,716.36	7/16/2020	\$200.00
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

[Redacted] indicates that all data for these records is redacted to protect other Consumers who were included in the same sale file but not part of the current action. Social Security Number, Account Number, and Seller Account Number information is masked to present only the last four characters in order to protect Consumer information. LEGEND:

Page 2 of 3

Co Borrower Name	Original Craditor
[Redacted]	[Redacted]
	SYNCHRONY BANK
[Redacted]	[Redacted]

[Redacted] indicates that all data for these records is redacted to protect other Consumers who were included in the same sale file but not part of the current action. Social Security Number, Account Number, and Seller Account Number information is masked to present only the last four characters in order to protect Consumer information. LEGEND:

Purchased Pool Reference ID: DELQ 2522 SYNCBK 202205

JCAP Reference #:3645154209

POWERSPORTS CONSUMER INSTALLMENT CONTRACT UTAH LOAN CONTRACT AND SECURITY AGREEMENT CONSUMER NOTE THE TERMS OF THIS CONTRACT ARE ON MULTIPLE PAGES

(Please Print) Borrower Name(s) DAVID PHILLIPS	
Address 4609 N HIAWASSEE	
Oity ORLANDO	State FL Zip Code 32810
Co-Borrower Name(s) PANELA CAMPBELL	

In this contract, "you" or "your" means all persons who sign this contract as borrower or co-borrower, jointly and severally, and "we," "us," "our," "SYNCB" or "Lender" means Synchrony Bank, each of its successors, and each assignee or holder of this Note.

1. PURCHASE MONEY LOAN AND SECURITY INTEREST: This loan is made to finance the purchase of the unit, parts and accessories (collectively, "Unit") described in Section 3. You agree that the terms of this contract are shown on multiple pages of this contract and that the data and the numerical amounts shown below accurately reflect the datalis of your purchase and our contract. You hereby grant us a purchase money security interest in the Unit to secure all unpaid amounts under this contract until all such amounts are paid in full.

You promise to pay us the Amount Financed shown in Section 5 below, along with simple interest at the contract rate shown ("Contract Rate") and all other charges provided for under this contract, in accordance with the Payment Schedule shown in that Section from today's date until paid in full. The Loan maturity date is 03/14/2024. The amount shown in Section 5 as the Total of Payments is based on the assumption that all payments will be made on their scheduled due dates. The actual amount you pay may be more or less, depending on your payment habits. For example, your actual total payments will be less if we consistently receive your payments before the due date. Likewise, your satual total payments will be more if we consistently receive your payments late. The final payment due under this contract will be for all remaining amounts, including principal, interest and other accrued charges outstanding and unpaid.

2. ASSIGNMENT: We may easign your account and our rights under this contract to enother financial institution or company without prior notice to you. That person will take our place under this contract. You may not assign any of your obligations under this contract without our express written agreement.

3. DESCRIPTION OF UNIT PURCHASED:

OI PEG	PARTY TREATY C		HOLDIOLD.		
New	Used	Year	Make	Model	Unit Identification No.
x		2018	SUZUKI	DR-Z400SML8	

A. To DELAND MOTORSPORTS (Insert dealer name) 1. For Unit 2. Freight & Set Up 3. Accessories 4. Dealer Document Preparation Fee 5. Less Down Payment / Trade-In Amount 6. Sales Tax	\$ 7,000.00 \$ 661.00 \$ 1.299.00 \$ 298.00 (\$ 2,000.00) \$ 623.43	B. To public officials: 1. Title Fees 2. License Fees 3. Registration Fee 4. Lien Notation Fees 5. Filling Fees 6. DOC Stamp Fees C. To for To for	\$ 150.00 \$
7. To(Optional Extended Service Plan*)	\$ta	Subtotal:	\$ 9,192.49
6. To <u>SUZUKI</u> (Optional GAP Protection*) 9. To	\$ 499.00	2. To Lender (prepaid fees) 1. Origination Fees 2	\$ \$
(Optional Tire Guard Protection*)	\$	Subtotal:	\$0.00
10. To <u>SUZUKT</u> (Optional Warranty*)	\$ 630.00 for	3. Total Loan Amount (Subtotals 1+2)	\$ 9,192.49 \$ 0.00)
*Dealer may be retaining a portion of this	amount	Less Prepaid Finance Charge(s) Amount Financed (3-4)	\$ 9,192.49

184-138-00 02/28/2018 /12:50:02/85175634 02/28/2017 30467JA





Borrowe

5. TRUTH IN LENDING ACT DISCLOSU	RES:		
ANNUAL	FINANCE CHARGE	Amount Financed	Total of Payments
PERCENTAGE RATE The cost of your oradit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid afte you have made all payments as scheduled.
13.49%	\$4,335.59	\$9,192.49	s 13,528.08

Number of Payments	Amount of Payments	Payments are Due Beginning	Contract Rate Per Year
72	\$ 187.89	04/14/2018	13.49 %
	\$		%
	\$		%
repayment: Th	ere is no penalty or fee for pre	Payments are due Monthly, unless Indicate payment of this loan. You may be entitled to a refund IONS section for additional information.	
	If a payment is not paid in ful	g a purchase-money security interest in the Unit being by its scheduled due date, you will be charged a	

FINANCING PLAN: Fixed Rate Promotion: Interest to begin accruing 30 days prior to first payment date indicated in section 5. See Promotional Rider attached for promotion details. **GAP Disclosure** X Yes, I want optional GAP Protection Lunderstand that GAP Protection described herein is optional and not required to obtain credit. The cost of this product is \$499.00 as disclosed in Section 4 of this contract. Lunderstand that you or the Dealer may retain a portion of this cost. The term of this coverage (if different from the term of

this loan) is listed on the separate GAP advendum which I acknowledge receiving together with and as a part of this contract. I gonsent to this. Please sign below

am

Co-Borrower

Other Terms: These contract terms provide additional information about security interests, nonpayment, default and our right to require repayment in full before the scheduled maturity date.

6, RETURNED CHECK CHARGE: We may impose a Returned Check Charge of \$39.99 if any check or other item submitted to us in payment of your loan is returned to us unpaid.

7. ADDITIONAL PAYMENT, DEFAULT AND PREPAYMENT SECTIONS: All monthly payments are to be made to the address that will be provided by us. If we eccept any monthly payment after the date it is due, this will not affect the due dates of any other amounts due under this contract, nor will it act as an extension of time for payments of any amounts then remaining unpaid. It will also not modify any of our rights under this contract. Receipt of a statement from us is not a requirement to make a payment. Subject to any restrictions under applicable law, you can and will be in default if you (1) fail to pay any monthly payment when due; (ii) break any other terms of this contract; (iii) become the subject of bankruptcy or InsoNency proceedings; or (N) provide false information related to this credit transaction. Upon default, besides collecting late charges according to the terms of Section 6, we may, subject to any notice of default and right to cure default required by applicable law, accelerate payment of the entire balance. We may begin a lawsuit for collection of this amount and you agree to pay reasonable attorneys' fees, court costs and disbursements when and as permitted by applicable law if this contract is referred for collection to any attorney who applicable law this contract is released in collection to any attorney attorney are in not our salaried employee. If you default, you agree to pay our costs for collecting amounts owing, including, without limitation, court costs, attorneys frees, and fees for repossession, repair, storage and sale of the Property securing this Contract.

Interest will accrue on a simple interest basis by multiplying your

outstanding principal balance times a daily periodic rate times the actual number of days the balance is outstanding (except as modified by a promotion as indicated in this contract). The daily periodic rate will be the Contract Rate shown in Section 8 divided by the number of days in the

year. You may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by us in writing, relieve you of your obligation to continue to make payments in accordance with the payment schedule. Rether, such early payments will reduce the principal balance due, and may result in you making tewer payments. To the maximum amount allowed by applicable law, any prepaid finance charges are non-refundable in the event of prepayment.

Upon prepayment, prepaid finance charges in excess of what is allowed by applicable law will be refunded on a pro-reta basis

8. INSURANCE: Until your Loan is fully peld, we require you to have and maintain, at your expense, insurance on the Unit, as required by applicable law. Any insurance policy covering the Unit shall include a ayable clause protecting our Interests. You have the right to obtain such insurance through any person of your choice.

9. REPOSSESSION: If you default under this contract, we may also have the right, as permitted by applicable law, to repossess the Unit. In the event of such repossession, any personal property of yours in or attached to the Unit which is not subject to our security interest may be held by us without liability. Unless you make written demand on us for the return of such personal property within 10 days (or any longer period required by applicable law) of repossession, you will lose any right to reclaim it from us, except se applicable law otherwise provides. After we repossess the Unif, it may be sold at public or private sale, as provided for by applicable law, and the proceeds received from the sale will be applied to your balance after deducting expenses allowed by law. We will pay you any surplus resulting from a resale of the repossessed Unit, and you will pay us any deficiency when and as permitted by applicable law. Louisiana law permits repossession of motor vehicles without ordinal process.

184-138-00 02/28/2018 /12:50:02/85175634 Rev. 08/2017 30467JA

10. CREDIT REPORTS AND LOAN INFORMATION: You authorize us to obtain your credit reports to investigate your credit record at the time of your application and from time to time thereafter to confirm your credit record until the Loan is peid in full. You also authorize us to verify your credit, employment and income references and to obtain any other information we think necessary in connection with your application and the periodic review of your Loan. You agree that we may use the credit reports and other information for other purposes, including considering you for additional products and services that are offered by us or one of our affiliates. 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.

INACCURATE INFORMATION. If you believe that we have

INACCURATE INFORMATION. If you believe that we have information about you that is inaccurate or that we have reported or may report inaccurate information about you to a consumer reporting agency, please contact us at the following address: Powersports, Customer Service, o/o P.O. Box 865073, Orlando, FL 32596-5073; Fax 865-405-9646. In so doing, please identify the specific information and tell us why you believe it is inaccurate. If you have a copy of the credit report that includes the information you believe is inaccurate, please send a copy of that report to us when you contact us.

11. USE OF INFORMATION ABOUT YOU AND YOUR LOAN/CONSENT TO COMMUNICATIONS/ADDRESS AND PHONE CHANGE: You authorize and direct us to furnish information about you and your Loan to the retailer/merchant/dealer associated with this credit program (and their affiliate and program sponsors), for use in connection with this credit program, including to create and update their customer records, to assist them in better serving you, and to provide you with special promotions. In addition, you consent to us, as well as any other owner or servicer of your Loan, contacting you through any channel of communication and for any purpose, as permitted by applicable law. For Informational, servicing or collection related communications, you agree that we may use the phone numbers that you provide to us to contact your cellular phone or wireless device with text messages, artificial or prerecorded voice calls, and calls made by and automatic talephone dialing system. This consent applies even if you are charged for the call under your plan. You are responsible for any charges that may be billed to you by your communications carrier when we contact you. You also represent that any phone number that you provide to us belongs to you and/or that you are authorized to provide that number. You are to tell us right sway if you change your address or any phone number.

12. RESOLVING A DISPUTE WITH ARBITRATION.

PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDMIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.

What claims are subject to arbitration

 if either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you or any other user of your account, and us, our affiliates, agents end/or Desler/Retailer if it relates to your account, except as noted below.

2. We will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, we may require you to arbitrate.

3. Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation, the next paragraph of this section and/or this sentence). However, any dispute or argument that concerns the validity or enforceability of the contract as a whole is for the arbitrator, not a court, to decide.

- No Class Actions

NO CIBER ACCOUNTS
YOU AGREE NOT TO PARTICIPATE IN A CLASS,
REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL
ACTION AGAINST US IN COURT OR ARBITRATION. ALSO,
YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF
ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER
ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY
ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN
A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.

184-138-00 Rev. 08/2017 02/28/2018 /12:50:02/85175634 If a court determines that this persgraph is not fully enforceable, only this sentence will remain in force and the namelinder will be nutl and vold, and the court's determination shall be subject to appeal. This persgraph does not apply to any lawfulk or administrative proceeding filled against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers, including you. This means that we will not have the right to compel arbitration of any olaim brought by such an agency.

· How to start an arbitration, and the arbitration process

- 1. The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sant to Synchrony Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201-5320. The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 120 Broadway, Floor 21, New York, NY 10271, www.adr.org.1800) 778-7879, or JAMS, 820 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, (800) 352-5267, if neither administrator is able or willing to handle the dispute, then the court will appoint an arbitrator.
- 2. If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party seerting the claim(s) to commence the srbitration proceeding.
- srbitration proceeding.

 3. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the FAA, that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this contract, this contract will confind.
- 4. The arbitration will take place by phone or at a reasonably convenient location. If you sak us to, we will pay all the fees the administrator or arbitrator charges, as long as we believe you are acting in good faith. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you essent against us in an arbitration proceeding which you have commenced.

Governing Law for Arbitration

This Arbitration section of your contract is governed by the Federal Arbitration Act (FAA). Utah law shall apply to the extent state law is relevant under the FAA. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with juriediction may enter judgment upon the arbitrator's award.

· How to reject this section.

You may reject this Arbitration section of your contract. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address and account number, and must be mailed to Synchrony Bank, P.O. Box 965012, Orlando, FL 32896-6012. This is the only way you can reject this section.

- 13. DISPUTED AMOUNTS: All written communications concerning disputed emounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations, must be mailed or delivered to us at Powersports, c/o P.O. Box 965073, Orlando, FL 32896-5073, not the payment address. Without losing any of our rights under this contract, we may accept partial payments, without prejudice to our rights, even if you indicate that such payments represent payment in full of your loen.
- 14. GOVERNING LAW. Except as provided in the Resolving a Dispute with Arbitration section, this contract and your Loan are governed by federal law applicable to a federal savings bank and, to the extent not preempted by rederal law, the laws of the state of Utah, without regard to its conflicts of law sections. This contract has been accepted by us in Utah.
- 15. TELEPHONE MONITORING: To ensure that you receive accurate and courteous customer service, on occasion, your call may be monitored by our employees or agents and you agree to any such monitoring.
- 16. OBLIGATION REGARDING UNIT: You understand that you are responsible, at your expense, to keep the Unit in good operating order, repair and condition. You shall not abandon the Unit or garage the Unit at any address other than the address shown on the front of the contract without our written consent. You shall not be unit or transfer or assign initials.

any interest in it without our written consent. For consumer transactions, as defined on Page 1, you shall not use the Unit for retail or commercial purposes. The security interest you are giving us in the Unit shall come ahead of any other claim and you shall defend it as such. You agree to sign any additional documents or provide us with documentation we require to ensure our claim to the Unit is sheed of any other claim. You agree to pey all itens, taxes, and assessments on the Unit. If you fail to do so, we may do so on your behalf, if we do, unless prohibited by applicable isw, you will reimburse us for the cost of doing so or we may add the cost with interest at the highest lawful contract rate to your indebtedness.

- 17. POWER OF ATTORNEY: You authorize us to sign and file, on your behalf, any stiling, certificate of ownership, financing statement or amendment regarding the Unit to ansure proper security interest perfection or to obtain duplicate certificates of ownership.
- 18. DEALER COMPENSATION: We may compansate the seller from whom you purchased the Unit (the "Dealer") in connection with the Dealer's activities in facilitating this Loen contract.
- 19. FINAL CONTRACT; NO WAIVER BY US; OTHER TERMS: This contract is the final expression of the credit contract between you and us and may not be contractioted by evidence of any prior or contemporaneous oral credit contract between you and us. Any modification to this contract must be in writing and alganed or approved by us. We may decide not to impose part or all of any fee or other amount imposed pursuant to this contract or not

to exercise any of our other rights under this contract without affecting any of our rights to act or to avoid acting in the future. Without limiting the foregoing, we may, at our option, release any other person responsible under this contract, without notifying any other obligor and without releasing you from your obligation to pay all amounts owing under this contract in full or otherwise to perform the terms and conditions of this contract. Every person who signs, co-signs, guarantees or endorses this contract, to the fullest extent allowed by applicable law, waives presentment, demand for payment, protest and notice of dishonor. If any section of this contract is determined to be void or unenforceable under applicable law, rule or regulation, all other sections of this contract will still be valid and enforceable.

20. STATE NOTICES: NEW JERSEY RESIDENTS: Certain sections of this Loan Contract are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these sections, however, is void, unenforceable or inapplicable in New Jersey.

ALASKA RESIDENTS: If your first loan payment is due more than 31 days from the date the loan is made, the amount due as the first payment disclosed in the Payment Schedule below will be the same amount as if the first payment were due within 30 days.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER,

NOTICE TO CONSUMER/CUSTOMER: 1. Do not sign this contract before you read it or if it contains any blank spaces, even if otherwise advised. 2. You are entitled to an exact, completely filled in copy of this contract. Keep it to protect your legal rights.

NOTICE TO CONSUMER: YOU ACCEPT THAT THIS CONTRACT CONTAINS A RESOLVING A DISPUTE WITH ARBITRATION SECTION WHICH MAY SUBSTANTIALLY LIMIT YOUR RIGHTS AND THAT CERTAIN DISPUTES MAY BE RESOLVED BY BINDING ARBITRATION RATHER THAN BY A JUDGE OR JURY.

WI Residents: (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE (if applicable), EVEN IF OTHERWISE ADVISED, (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY CONTRACT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS CONTRACT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Lender Synchrony Bank

Margare m. Home

Signe Here By

(Authorized Representative, Synchrony Bank, President and CEO)

Service Center's Address:

Synchrony Benk c/o RAP102 - Funding 900 Concourse Dr. Rapid City, SD 57703 By signing below borrower(s) agrees to the terms of this contract contained in all the pages of this contract and acknowledges receipt of a signed complete copy of this contract.

CAUTION: IT'S IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN (IL.)

signed: Mart hu

5.34.18

Printed Name & Hile of Authorized Representative

Printed Name & Title of Authorized Representative

Lien Holder's Address:

Synchrony Bank c/o Titling

332 Minnesote St., Suita E500

St. Paul, MN 55101

1 Copy - Lender

1 Copy - Dealer

1 Copy - Customer

184-138-00 Rev. 06/2017 30467.JA

02/28/2018 /12:50:02/85175634

(4)



Customer Service: 1-877-490-1786

Hours of Operation: Monday - Friday 8am-8pm

Saturday 9am-6pm Central Time

Synchrony Bank

Suzuki

Payment Information:

Due Date June 14, 2020

Payment Due \$0.00

Fees & Charges \$0.00

TOTAL DUE \$0.00

Failure to pay the total amount due may result in a payment larger (balloon) than the normal monthly payment at maturity.

Account Summary:

Statement Date: May 24, 2020

Account Holder: DAVID PHILLIPS

PAMELA CAMPBELL

Account Number:

Statement Balance: \$8,060.43

This is not the amount required to pay off your loan in full.

Loan Detail Information:

Loan Start Date February 28, 2018

Maturity Date September 14, 2024

Current Interest 13.49%

Rate

Important Account Messages:

We are here to support you and are working hard to ensure our Synchrony team members can continue to provide you with uninterrupted, dependable service. As COVID-19 and its impact continue to evolve and develop, we remain focused on the health and safety of our employees and our communities, as well as our commitment to you, our customers.

We are also aware that some of our customers may experience financial hardship as a result of COVID-19. If you are impacted, please contact us to discuss how we can help.

Customer Service: For account information, call the number listed above. For Hearing or Speech disabilities use a TRS.

Finance Charges/Interest Paid in 2019 \$1,131.18 USD

Please mail this lower portion with your payment. Be sure to write your account number on your check

Synchrony Bank PO Box 965073 Orlando FL 32896-5073

Payment Due Date	Total Amount Due	Account Number
June 14, 2020	\$0.00	

New address or email? Check the box at right and print changes on back

Payment Enclosed

\$	
----	--

Make Payment To:

 րովիկարդինի անդուրի հիրանի անդութացի

DAVID PHILLIPS PAMELA CAMPBELL 4609 N HIAWASSEE RD ORLANDO FL 32818-0000

3671

Automatic Payment Plan

You may arrange to have your payments automatically deducted from your checking or sayings account. Call the Customer Service number on the front of this statement to request the necessary forms for enrollment.

When making a payment, please detach the coupon portion of your statement and mail it with your check or money order. Please include your account number on your check to ensure proper posting. We reserve the right to obtain payment electronically for any check or other instrument that you send to us by initiating an ACH (electronic) debit in the amount of your check or instrument to your account. Your check or instrument will not be returned to you by us or your bank. Your bank account may be debited as early as the same day we receive your payment. You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon), in your own envelope – not the enclosed remittance envelope, addressed to: P.O. Box 530911, Atlanta, GA 30353-0911 and not the payment address.

Other Payment Options

- Pay by Phone Your payment may be taken over the phone. You will need to have your checking account information available. Please contact the Customer Service number on the front of this statement to utilize this payment option. There may be a fee for the service.
- Overnight/Express Mail for Regular Payments Please send overnight/express to Synchrony Bank, 485 Lake Mirror Rd., Atlanta, GA 30349. Please include your account number on your check or money order to ensure proper posting.
- Payoff Checks/Principal Only Checks Please send Payoff or Principal Only Checks to Synchrony Bank, ATTN: Payment Services: P.O. Box 105973, Atlanta, GA 30348-5973. Please include your account number on your check to ensure proper posting.
- Overnight/Express Mail for Payoff Checks/Principal Only Checks Please send Payoff or Principal Only Checks to Synchrony Bank, ATTN: Payment Services: 485 Lake Mirror Rd., Atlanta, GA 30349. Please include your account number on your check to ensure proper posting.

Disputed Amounts

All written communications concerning disputed amounts, including any check or other payment instrument that you send us (i) in an amount less than the full amount due marked "Paid In Full," (ii) tendered with other conditions or limitations or (iii) otherwise tendered as full satisfaction of a disputed amount, must be sent to Synchrony Bank, P.O. Box 965073, Orlando, FL 32896-5073.

General inquiries and correspondence should be mailed to Synchrony Bank, P.O. Box 965073, Orlando, FL 32896-5073.

PLEASE INCLUDE YOUR ACCOUNT NUMBER AND PHONE NUMBER, INCLUDING AREA CODE, ON ALL INQUIRIES AND PAYMENTS.

Privacy Our Privacy Policy describes our collections and disclosure of information about you and your account. For another copy of our policy, please contact Customer Service at the number provided on the front of this statement.

Bankruptcy Notice

If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address, Synchrony Bank, Attn: Bankruptcy Dept, P.O. Box 965064, Orlando FL 32896-5064.

Credit Bureau Reporting

If you believe that we may have reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 965073, Orlando, FL 32896-5073. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. 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.

Important Information

If you do not receive your statement prior to your due date, you are still required to make timely payments. Postal delays do not constitute a waiver of a late fee. Payments are processed more efficiently when accompanied by a coupon and mailed in the envelope provided. Should you ever be without a statement, please make sure your account number is written on your check or money order and mail the payment to the address provided on the front of this statement. Payments made to other locations may cause a processing delay.

We treat every customer call confidentially. To ensure that you receive accurate and courteous service, your call may be monitored and/or recorded.

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

Please print	change of	address	phone number	and/or email below
riease Dilli	Change of	addiess.	Diffulle Hullibel.	allu/ol elliali below

Street Address City ST, Zip							
	Home Phone #	Business Phone #	*Cell # or other phone #	**Email Address			

[33042A] O1DF5302 - 1 - 12/04/17

we can use to contact you *By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

^{**}By providing your email address, you agree to receive email communications from Synchrony Bank about your account, including the latest promotional offers and discounts.



Customer Service: 1-877-490-1786

Hours of Operation: Monday - Friday 8am-8pm

Saturday 9am-6pm
Central Time

Synchrony Bank

Suzuki

Payment Information:

Due Date April 14, 2020

Payment Due \$173.67

Fees & Charges \$0.00

TOTAL DUE \$173.67

Failure to pay the total amount due may result in a payment larger (balloon) than the normal monthly payment at maturity.

Account Summary:

Statement Date:

March 24, 2020

Account Holder:

DAVID PHILLIPS

PAMELA CAMPBELL

Account Number:

Statement Balance:

\$7,884.02

This is not the amount required to pay off your loan in full.

Loan Detail Information:

Loan Start Date

February 28, 2018

Maturity Date

June 14, 2024

Current Interest

13.49%

Rate

Account Activity (since last statement)							
Date	Transaction description	Amount	Principal	Interest	Fees	Insurance	Other
03/12/2020	PHONE PAY/SPEEDPAY FEE	+\$10.00			+\$10.00		
03/12/2020	PAYMENT-THANK YOU	-\$200.00	-\$87.65	-\$102.35	-\$10.00		

Important Account Messages:

We are here to support you and are working hard to ensure our Synchrony team members can continue to provide you with uninterrupted, dependable service. As COVID-19 and its impact continue to evolve and develop, we remain focused on the health and safety of our employees and our communities, as well as our commitment to you, our customers.

We are also aware that some of our customers may experience financial hardship as a result of COVID-19. If you are impacted, please contact us to discuss how we can help.

Customer Service: For account information, call the number listed above. For Hearing or Speech disabilities use a TRS.

Finance Charges/Interest Paid in 2019 \$1,131.18 USD

Please mail this lower portion with your payment. Be sure to write your account number on your check

Synchrony Bank PO Box 965073 Orlando FL 32896-5073

Payment Due Date	Total Amount Due	Account Number
April 14, 2020	\$173.67	

New address or email? Check the box at right and print changes on back

Payment Enclosed

\$	
----	--

Make Payment To:

 ր<u>իթագորիիարկիսորիուդիր</u>եւուքըընկիրիկունրիրիկորո

DAVID PHILLIPS PAMELA CAMPBELL 4609 N HIAWASSEE RD ORLANDO FL 32818-0000

1742

Automatic Payment Plan

You may arrange to have your payments automatically deducted from your checking or sayings account. Call the Customer Service number on the front of this statement to request the necessary forms for enrollment.

When making a payment, please detach the coupon portion of your statement and mail it with your check or money order. Please include your account number on your check to ensure proper posting. We reserve the right to obtain payment electronically for any check or other instrument that you send to us by initiating an ACH (electronic) debit in the amount of your check or instrument to your account. Your check or instrument will not be returned to you by us or your bank. Your bank account may be debited as early as the same day we receive your payment. You may choose not to have your payment collected electronically by sending your payment (with the remittance coupon), in your own envelope – not the enclosed remittance envelope, addressed to: P.O. Box 530911, Atlanta, GA 30353-0911 and not the payment address.

Other Payment Options

- Pay by Phone Your payment may be taken over the phone. You will need to have your checking account information available. Please contact the Customer Service number on the front of this statement to utilize this payment option. There may be a fee for the service.
- Overnight/Express Mail for Regular Payments Please send overnight/express to Synchrony Bank, 485 Lake Mirror Rd., Atlanta, GA 30349. Please include your account number on your check or money order to ensure proper posting.
- Payoff Checks/Principal Only Checks Please send Payoff or Principal Only Checks to Synchrony Bank, ATTN: Payment Services: P.O. Box 105973, Atlanta, GA 30348-5973. Please include your account number on your check to ensure proper posting.
- Overnight/Express Mail for Payoff Checks/Principal Only Checks Please send Payoff or Principal Only Checks to Synchrony Bank, ATTN: Payment Services: 485 Lake Mirror Rd., Atlanta, GA 30349. Please include your account number on your check to ensure proper posting.

Disputed Amounts

All written communications concerning disputed amounts, including any check or other payment instrument that you send us (i) in an amount less than the full amount due marked "Paid In Full," (ii) tendered with other conditions or limitations or (iii) otherwise tendered as full satisfaction of a disputed amount, must be sent to Synchrony Bank, P.O. Box 965073, Orlando, FL 32896-5073.

General inquiries and correspondence should be mailed to Synchrony Bank, P.O. Box 965073, Orlando, FL 32896-5073.

PLEASE INCLUDE YOUR ACCOUNT NUMBER AND PHONE NUMBER. INCLUDING AREA CODE. ON ALL INQUIRIES AND PAYMENTS.

Privacy Our Privacy Policy describes our collections and disclosure of information about you and your account. For another copy of our policy, please contact Customer Service at the number provided on the front of this statement.

Bankruptcy Notice

If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address, Synchrony Bank, Attn: Bankruptcy Dept, P.O. Box 965064, Orlando FL 32896-5064.

Credit Bureau Reporting

If you believe that we may have reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 965073, Orlando, FL 32896-5073. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. 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.

Important Information

If you do not receive your statement prior to your due date, you are still required to make timely payments. Postal delays do not constitute a waiver of a late fee. Payments are processed more efficiently when accompanied by a coupon and mailed in the envelope provided. Should you ever be without a statement, please make sure your account number is written on your check or money order and mail the payment to the address provided on the front of this statement. Payments made to other locations may cause a processing delay.

We treat every customer call confidentially. To ensure that you receive accurate and courteous service, your call may be monitored and/or recorded.

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

Please print change of address, phone number, and/or email below

Home Phone #

Street			
Street Address City ST, Zip			
City			
OT T			
SI, ZIP			

we can use to contact you *By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

**By providing your email address, you agree to receive email communications from Synchrony Bank about your account, including the latest promotional offers and discounts.

Business Phone #

[33042A] O1DF5302 - 1 - 12/04/17

*Cell # or other phone #

**Email Address