

June 14, 2024

Dear Sir

What needs to be done is an investigation into this practice. That of a Chiropractor calling himself a medical provider. They neglect to bill insurance though they photocopy insurance cards (deceptive practice from the Dept)

Then, once they get enough information they open a credit line in the patient's name and advance a year's worth of services to themselves. Without client's knowing or consent.

Many patients are elderly and may not live to the treatment terms. Some, like me, realize it is no good. either way, the Chiropractor has been paid and the Estate and/or the credit of the patient is at risk.

Real Estate Cannot do advance fees  
Attorneys Cannot do advance fees  
Contractors, etc.  
So why is this allowed for Chiropractors?

Please reply.  
Roseanna Measin



Wow!! Dr. Erich's Bootcamp was GREAT!

I learned so many valuable and new marketing ideas. Just Gems!

Dr. Ballerini and I have been involved with at least 5 different well know consulting groups and yours is the first time we received information that is vital to our practice, especially the marketing concepts.

These concepts I had never heard of them till now.

Dr. Erich did such a great job gathering top professionals that could really help expand any chiropractic office no matter where they are located. Thanks so much!

Judy Dr. Ballerini's wife in Tustin CA



Using Dr. Erich's System I doubled the amount of patients I am seeing and what's even better I tripled the collections. Dr. Erich's newsletter and CD's keep me focused and on purpose. Thank you Dr. Erich for all you have done for me.

Dr. Timothy Price, Spokane, WA



*"Since using Dr. Erich's system for the last 4 months we are now collecting over \$100,000 a month. that's double from before.*

*I cut the ROF from 45 minutes to 5 minutes and increased my conversions. Dr. Erich's system really works and I am really thankful*

*For your teachings." Dr. Hoon Lim, Escondido, CA*

*Truth is, this is the  
"Art of Hoodwinking"  
great deal: no longer spends time  
with patients!*

ROSEANNA MIANI  
1050 ROCK SPRINGS RD #225  
ESCONDIDO, CA 92026  
951-741-1833  
COUNSELOR7112@HOTMAIL.COM

Dr. Hoon Lim, DC, PHD BCN  
Synergy Integrated Health  
205 W. Mission Ave, Suite P  
Escondido, California 92025

May 14, 2024

RE: Medical Records, Roseanna Miani

Dear Dr. Hoon Lim, DC, PHD BCN,

Once again, I am requesting my medical records from your office. This is needed to make a determination by another doctor as to the necessity of the chiropractic treatment that you recommended in my case.

I had requested them the last time I was there, in person, on November 9, and again December 19, 2023, in a letter. You continued to claim some dispute with Momnt prevented you from providing my medical records. Is that still the case?

As you know, your services were discontinued on or about November 1, 2023, with my realization that you had advanced yourself over \$13,000 from a finance company on a credit line established for me to use services. I did not incur \$13,000 in Chiropractic services as of November 1, 2023 and did not consent for you to advance these sums to yourself. This company is called Moment. I still maintain that this was done as an estimate of what this treatment could cost as well as your representation that this would be submitted to insurance. The credit line was supposed to be secondary in event it was needed. NEVER NEVER NEVER did I consent to "borrow" this money from Momnt to be advanced to you on the spot.

Roseanna Miani



update complaint on Dr Lim

I went for a consult with a neurologist on the subject of Neuropathy on May 14, 2024 at The Neuron Clinic San Marcos, California

The NP, Dr Ana Carrion-Gelabert NP 1st asked if I was a diabetic. Then asked if "Dr Lim" had done a blood test to determine. If not, then she was opinionated that ~~to~~ his diagnosis, and sale of products and services was inappropriate.

She performed her own tests to determine sensory perception in my lower extremities.

She prescribed physical therapy and a blood test.

I am to return August 13, 2024

total  
co-pay  
\$12.00

MIANI, Roseanna J (id #59643, dob: 11/13/1954)

Order generated: 05/14/2024 12:59 PM

Orders included: 9

- Paresthesia of lower extremity | ICD-10: R20.2; Paresthesia of skin
- 001453 | hemoglobin A1C-001453-P | Order ID: 1282666H24703 | BILL: Third Party
  - 000810 | vitamin B12 and folate | Order ID: 1282667H24703 | BILL: Third Party
  - 164867 | ANA w/reflex If positive-164867-U | Order ID: 1282669H24703 | BILL: Third Party
  - 224576 | TSH+free T4-224576-P | Order ID: 1282670H24703 | BILL: Third Party
  - 005215 | sedimentation rate-westergren | Order ID: 1282671H24703 | BILL: Third Party
  - 081950 | vitamin D, 25-hydroxy-081950-P | Order ID: 1282673H24703 | BILL: Third Party
  - 258988 | RPR-258988-U | Order ID: 1282674H24703 | BILL: Third Party
  - 012005 | RPR, rfx qn RPR/confirm TP | Order ID: 1282675H24703 | BILL: Third Party
  - 225920 | protein elec + Interp, serum | Order ID: 1282676H24703 | BILL: Third Party

Authorization - Please sign and Date

I hereby authorize the release of medical information related to the services described herein and authorize payment directly to Laboratory Corporation of America. I agree to assume responsibility for payment of charges for laboratory services that are not covered by my healthcare insurer.

Electronically Signed by: ANA CARRION-GELABERT, NP  
05/14/2024 12:54pm

*[Faint signature]*

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Physician Signature



MIANI, Roseanna J (id #59643, dob: 11/13/1954)

### Pre-Op Orders

05/14/2024

<b>From Provider</b>	<b>Place of Surgery</b>
San Marcos 838 Nordahl Road #200 SAN MARCOS, CA 92069-3595 Phone: 951-462-4624 Fax: (951) 462-4625  Ordering Provider: ANA CARRION-GELABERT, NP	

### Patient Information

<b>Patient Name</b>	MIANI, ROSEANNA J	<b>Sex</b>	F
<b>DOB</b>	11/13/1954	<b>Age</b>	69yo
<b>Address</b>	1050 ROCK SPRINGS RD/UNIT 225 ESCONDIDO, CA 92026	<b>Phone</b>	H: (951) 741-1833 M: (951) 741-1833
<b>Primary Insurance</b>	BCBS-CA Blue Cross of California (Medicare Replacement/Advantage - PPO) ID: MBL645W14322 Policy Holder: MIANI, ROSEANNA J		
<b>Secondary Insurance</b>	None recorded.		

### Order Information

<b>Diagnosis</b>	Paresthesia of lower extremity ICD-10: R20.2: Paresthesia of skin
<b>Order Name</b>	Orders Included: 1  Paresthesia of lower extremity ICD-10: R20.2: Paresthesia of skin • NERVE CONDUCTION STUDY/EMG, LOWER EXTREMITY (PROC)
<b>Notes</b>	

Electronically Signed by: ANA CARRION-GELABERT, NP

## Fw: Chiropractic Fraud; a new dimension

Roseanna Miani <counselor7112@hotmail.com>

Sat 5/11/2024 10:00 AM

To: CA Attorney General Rob Bonta <info@oag.ca.gov>

4 attachments (586 KB)

Free Credit Score & Report Check with CreditWise \_ Capital One.pdf; Hoon Lim bragging about easy money.pdf; Registration Hoon Lim chiropractic for 04-10-2024.pdf; Cross River Bank Stmt Dr Hoon Lim.pdf;

### NEUROPATHY SCAM HITS SAN DIEGO COUNTY

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Dear Attorney General:

What is going on here is a Chiropractic Fraud Scheme that is being taught by a ringleader named Erick Brietenmoser in multiple states. It is an oppressive fraud upon seniors who are powerless to fight it. They are targeted because they have a good credit rating. While stating that his seminar purpose is to enlighten people as to the health risks of trusting "big Pharma", in fact, what is done is to quickly turn away those who have bad credit.

The targeted group is seniors who still have a good credit score, have health concerns, and are a little slow to figure out what is going on. Like me. I am about to turn 70.

The members of Brietenmoser's group (modern day pirates) are mostly chiropractors selling a neuropathy scare program. Turns out to be chiropractic adjustments with a cheap heating pad (worth about \$20) and a diet book with instructions (horrible -0- value). The fear factor of having an amputation is part of the plan along with a hero's worship that they have the answer. (The truth is there is no danger of amputation in my case this is some nerve damage from an accident, will not get better will not get worse) At the point of sale, they somehow get the person to sign up as if they are signing up to bill insurance. At the first visit/seminar, they, the ever friendly office staffers did ask for my insurance cards, but turns out, no insurance company is billed. Medicare or Medicare Advantage was not billed.

What happens is a finance company shows up with a huge bill. This was after 5 "adjustments". When I questioned the finance company, they sent me back to the chiropractor and he wanted over \$6,000 claiming some value for the "items" that were shipped to me. I tried to return them and left them at his office though he took the moral high ground and claimed he could not take them back. I did not run up \$14,000 worth of Chiropractic but the finance company tells me that is what the "merchant" turned in and that they already paid him.

Fact is, once I realized what this was, I opted out but am being told that is not an option. This was a fraudulent sale of a condition that did not exist along with products that were not applicable for a condition that did not exist.

This finance company continues to haunt me even though I have put in complaints to California Chiropractic, District attorney, Senior Fraud protection groups, etc. So far, no one has taken a big interest and the chiropractor is still advertising, now offering free dinner seminars.

His great claim about Erick's program leaves out the part about burdening seniors with excessive debt for nothing done for them. I understand that you do take an interest in protecting seniors.



I am hoping that the media will take an interest and influence the California Chiropractic Board to do something about this. As it seems that California is tightening its budget, only priority cases get worked and cases with media attention seem to still qualify. If you have some media contacts in Southern California please forward. Its also likely that this is being marketed all over the United States.

I did not sign that Cross River Bank Statement, it was sent to me after the fact. How can they do this?

I am so hopeful that you can help me.

Roseanna Miani  
951-741-1833

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# TransUnion Credit Report

Check your credit report for signs of theft, fraud, or error.

Updated: May 10, 2024

[Back to Credit Summary \(/report/credit-summary?utm\\_source=Internal-Other&utm\\_channel=email&utm\\_medium=email&utm\\_valprop=creditmonitoring&utm\\_campaign=46977\\_cwscoreupdate&utm\\_content=signin&utm\\_cadence=monthly\)](#)

## New Accounts ⓘ

LENDER TYPE	BALANCE
TOYOTA MOTOR CREDIT Auto Loans	\$31,561 ▾
CROSS RIVER BANK/MOMNT T Personal Loans	\$14,142 ▾
JPMCB CARD SERVICES Credit Cards	\$952 ▾

[PRIVACY \(HTTPS://WWW.CAPITALONE.COM/PRIVACY\)](https://www.capitalone.com/privacy)  
[SECURITY \(HTTPS://WWW.CAPITALONE.COM/IDENTITY-PROTECTION/COMMITMENT/\)](https://www.capitalone.com/identity-protection/commitment/)  
[TERMS & CONDITIONS \(/TERMS-AND-CONDITIONS\)](#)  
[ACCESSIBILITY \(HTTPS://WWW.CAPITALONE.COM/ABOUT/ACCESSIBILITY-COMMITMENT/\)](https://www.capitalone.com/about/accessibility-commitment/)
[FAQ \(/HELP\)](#)


[\(HTTPS://CONTROL.KOCHAVA.COM/V1/CPI/CLICK?CAMPAIGN\\_ID=KOCREDIT-TRACKER-ANDROID-PROD56046000ADB3C46B85DF859446&NETWORK\\_ID=3536&DEVICE\\_ID=DEVICE\\_ID&SITE\\_ID=1&APPEND\\_APP\\_CONV\\_TRK\\_PARAMS=1\)](https://control.kochava.com/v1/cpi/click?campaign_id=kocredit-tracker-android-prod56046000adb3c46b85df859446&network_id=3536&device_id=device_id&site_id=1&append_app_conv_trk_params=1)   

[\(HTTPS://CONTROL.KOCHAVA.COM/V1/CPI/CLICK?CAMPAIGN\\_ID=KOCREDIT-TRACKER-IOS-PROD560462181658F0F0F906DA4ABE&NETWORK\\_ID=3536&DEVICE\\_ID=DEVICE\\_ID&SITE\\_ID=1\)](https://control.kochava.com/v1/cpi/click?campaign_id=kocredit-tracker-ios-prod560462181658f0f0f906da4abe&network_id=3536&device_id=device_id&site_id=1)

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**Installment Loan Agreement(Unsecured)**

<b>LENDER:</b> Cross River Bank	<b>Date:</b> 09/25/2023
<b>Lender Correspondence Address:</b> 885 Teaneck Rd, Teaneck NJ 07666	<b>Application ID:</b> 9126521962
<b>Borrower:</b> Roseanna Miani	<b>Merchant:</b> Lim Chiropractic Professional Corporation
<b>Phone Number:</b> (951) 741-1833	<b>Merchant Contact:</b> Hoon Lim
<b>Street Address 1:</b> 1050 Rock Springs Rd	<b>Phone Number:</b> (760) 480-0077
<b>Street Address 2:</b> Unit 225	<b>Street Address 1:</b> 205 W Mission Ave
<b>City/State/Zip:</b> Escondido, CA 92026-2439	<b>Street Address 2:</b> Ste P
<b>Loan Description:</b> PD-NN-24-04	<b>City/State/Zip:</b> Escondido, CA 92025-1733

**Legal Description:** Purchases can be made up to the credit limit assigned to the account for the first 5 statements of the account from approval. Fixed-Rate loan with APR assigned by risk (17.99% APR). No payments are due during the promotional period (24 statements from approval). All Finance Charges on the account will be reversed if the loan is paid back in full by the end of the promotional period (24 statements from approval). Finance Charges accrue in accordance with the Borrower Agreement regardless if the loan is in the No-Payment promotional period or not. If the loan is not paid off by the end of the promotional period, the loan converts to an amortizing loan and will be amortized to -0- over the remaining loan term (48 statements). The total loan term is 72 statements.

The Truth in Lending Act (TILA) disclosures below assume that your first purchase will be made on the approval date in an amount equal to the Amount Financed shown below and that the plan described applies for the life of your loan. Your actual Finance Charges, Amount Financed, and scheduled payments may vary from the amounts shown below depending on, among other things, the timing and amount of your purchases and payments.

PREVIOUSLY UNDISBURSED	<p><b>ANNUAL PERCENTAGE RATE</b> The cost of credit as a yearly rate</p> <p align="center">17.99%(e)</p>	<p><b>FINANCE CHARGE</b> The dollar amount the credit will cost you</p> <p align="center">\$12,311.96(e)</p>	<p><b>Amount Financed</b> The amount of credit provided to you or on your behalf</p> <p align="center">\$16,000.00(e)</p>	<p><b>Total of Payments</b> The amount you will have paid when you have made all payments as scheduled</p> <p align="center">\$28,311.96(e)</p>
	First Billing Cycle (Statement) to Start on 10/02/2023. Billing Cycle assigned to 2nd calendar day of each month. Payments are due 5 days before the next Billing Cycle date. Your first payment is due 10/28/2025.			
	<p><b>Number of Payments</b></p> <p align="center">47</p>	<p><b>Amount of Payments</b></p> <p align="center">\$589.87(e)</p>	<p><b>When Payments are Due</b></p> <p align="center">Payments are due monthly beginning on 10/28/2025.</p>	
	<p align="center">1</p>	<p align="center">\$588.07(e)</p>	<p align="center">Final Payment is due on 09/27/2029.</p>	
	(e) - This is an estimate because the actual payment dates may change based on when or if you make the purchase during the purchase window.			
	<p><b>Late Fees:</b> If a payment is more than 5 calendar days late, \$29.00 will be charged.  <b>Returned Payment Fee:</b> If a payment is returned from your issuing bank for any reason, you will be charged \$29.00.  <b>Prepayment:</b> If you pay off your loan early, you will not be charged a penalty and you will not be entitled to a refund of the prepaid finance charge, if any. See the rest of this document for any additional information on non payment default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.(e)  <b>Contract Documents:</b> You can see your contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.</p>			
	Itemization of Amount Financed: \$16,000.00(e)--Paid to the Merchant Your purchase window ends on 03/01/2024. "(e)" means an estimate			

**MILITARY LENDING ACT:** The Military Lending Act ("MLA") provides protections for certain members of the United States Armed Forces and their dependents ("Covered Borrowers"). The provisions of this section apply to Covered Borrowers under the MLA. If you would like more information about whether you are a Covered Borrower and whether this section applies to you, please contact us at **855-943-3485**. **Statement of MAPR:** Federal law provides important protections to members of the United States Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the United States Armed Forces and his or her dependent may not exceed an Annual Percentage Rate of 36%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account). **Oral Disclosures:** In order to hear

important MLA disclosures and payment information, please call **855-943-3485**. **Covered Military Borrowers:** If you are a Covered Borrower, as defined under the MLA, 10 U.S.C. § 987, as amended, (i) the provisions of the ARBITRATION PROVISION, (ii) any waiver of your right to legal recourse under any state or federal law and (iii) any other provision in this Loan Agreement that is not enforceable against you under the MLA, does not apply to you.

**NOTICE TO THE BUYER: THIS LOAN AGREEMENT CONTAINS AN ARBITRATION PROVISION THAT MAY LIMIT YOUR RIGHT TO LITIGATE A CLAIM IN COURT OR HAVE A JURY TRIAL ON A CLAIM.**

The dated electronic record obtained pursuant to the Electronic Communication / E-Signature Disclosure and Consent that you signed will evidence your signature on this Loan Agreement and constitutes a writing.

**Your Merchant pays transaction fees because of your use of the Loan. Your Merchant is prohibited from charging you to cover the cost of these transaction fees.**

1st: [mirrored text]  
2nd: [mirrored text]  
3rd: [mirrored text]  
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1. **Welcome.** Thank you for opening an installment loan through Momnt on behalf of Cross River Bank. By signing this Installment Loan Agreement (the "Loan Agreement"), you ("you", or "your") acknowledge that (i) Cross River Bank ("Lender", "we", "our" or "us") has approved you for an Momnt Installment Loan up to the Amount Financed set forth in the Truth in Lending Disclosure above (the "Loan"), (ii) Cross River Bank provided you with a copy of Cross River Bank's Privacy Notice, (iii) you have read this Loan Agreement, including any Addenda, and agree to be bound by its terms, (iv) if this Loan Agreement resulted from a sale in your home or not at an office of the Merchant named above ("In-Home Sale"), the Merchant's sales person has explained your right to cancel. Any Notice of Right to Cancel and any additional notice of right to cancel provided in the sales contract for an In-Home Sale, and any accompanying addendum provided to you, are incorporated herein by reference and, unless you exercise your right to cancel this Loan Agreement and Cross River Bank agrees to pay up to the Amount Financed to Merchant for an In-Home Sale upon receipt of your transaction authorization. Your authorization is required if Merchant directs Cross River Bank to make payments to Merchant. This Loan Agreement, including any changes to it, contains the terms of your agreement with Cross River Bank.

2. **Installment Loan Program.**

2.1 **Loan:** You may make purchases with a Merchant up to the "Amount Financed" set forth on the first page of this Loan Agreement, during the purchasing window time period specified in this Loan Agreement. You agree that each time you make a purchase with a Merchant, you are authorizing us to extend credit to you and to forward Loan proceeds to your Merchant directly on your behalf.

2.2 **Purchasing Window:** We will total the purchases you made during the purchasing window and provide you with a Conversion Summary that will show (based on actual total purchases) a final Amount Financed, Finance Charge, Total of Payments and remaining payment schedule for your Loan based on your total purchases.

3. **Promise to pay.** For value received, you agree to pay us (a) so much of the Amount Financed, as the same may be adjusted in accordance with this Loan Agreement, as you may actually use by initiating transactions under the Loan Agreement, which is called the "principal balance", plus (b) periodic interest at a monthly rate of 1.49916700% on the unpaid principal balance outstanding, following your first transaction and thereafter, on each billing cycle until the Loan is paid, as applicable; and (c) any applicable taxes or other charges due under this Loan Agreement. Any remaining balance of principal, interest, and other charges is due in full by the last scheduled payment. The actual amount of interest that you pay may exceed the Finance Charge disclosed in the Truth in Lending Disclosure or Conversion Summary if you do not make the scheduled payments due on the due dates identified in your statements. If you do not make the required payments, then (i) your purchasing window may close early and (ii) no new purchases may be permitted.

4. **Timing and Application of Payments.** You agree to make payments in the amounts and on the dates shown on your monthly statements. Any payment made more than your minimum monthly payment will not reduce the amount of your next regularly scheduled payment. Subject to applicable law, we may apply any payments to the amounts you owe under this Loan Agreement in the following order ("Payment Allocation Order"): fees, Finance Charges, deferred Finance Charges, and principal. Payments will be applied toward minimum amounts owed during the period in Payment Allocation Order. Any payment above the minimum ("Prepayment") will be applied in the Payment Allocation Order.

5. **Payment Method.** Unless you provide a preauthorized electronic fund transfer payment to repay this Loan (which is not required to obtain this Loan), you agree to make payments by calling us at 855-943-3485 or making an online payment at <https://myaccount.momnt.com>, no other method of payment will be accepted. You agree not to send us partial payments marked "paid in full," "without recourse," or similar language. If you send such a payment, we may accept it without losing any of our rights under this Loan Agreement.

6. **Late Fees, Returned Payment Charges, and Final Payment.** If Lender does not receive any payment required by you under this Loan Agreement within 5 days after its due date, then, at Lender's election, you agree to pay Lender a late fee equal to \$29.00 (the "Late Fee"). If a payment for this Loan is returned, whether by check, draft, electronic funds transfer, by automated clearinghouse (ACH), or otherwise, Lender may charge a returned payment charge of \$20.00 ("Returned Payment Charge"). Lender will not accrue or charge interest on any Late Fee or Returned Payment Charge that remains unpaid. A Loan that has unpaid principal, interest, Late Fees, Return Payment Charges, at the end of the term of the Loan will not be considered "paid in full."

7. **Default.** Subject to applicable law, you will be in default if any of the following events occur ("Events of Default"):

- 7.1 You have made any false or misleading statement(s) in your application for the Loan subject to this Loan Agreement or any other account that you may have with us;
- 7.2 Your payment on this Loan is past due;
- 7.3 You fail to comply fully with any term or condition of this Loan Agreement;
- 7.4 You file or someone else files against you a petition in bankruptcy; or
- 7.5 You die.

Upon the occurrence of an Event of Default, Cross River Bank may exercise all remedies available under applicable law and this Loan Agreement, including a demand that you immediately pay all amounts owed under this Loan Agreement. If Cross River Bank does not demand payment of the full amount of the Loan immediately upon the occurrence of an Event of Default, it does not constitute a waiver of the Event of Default or of Cross River Bank's rights to require immediate payment or exercise other remedies for any Event of Default.

8. **Remedies on Default.** If you are in Default, we will have all the rights and remedies available to us at law or in equity, in addition to the specific rights and remedies set forth in this Loan Agreement. We may exercise any, some, or all our rights and remedies in our sole discretion. If you are in Default, we may, at our option, require you to pay immediately the entire amount you owe us under this Loan Agreement, in full. Subject to the requirements of applicable law, we may do this without giving you any advance notice of presentment, acceleration, or our intent to accelerate. Unless prohibited by applicable law, you agree to pay our reasonable costs and attorneys' fees related to the collection of your Loan.

9. **Credit Inquiries and Loan Information.** You authorize us to obtain a credit report on you for any legal purpose in connection with this Loan, including any update, extension of credit, review or collection of this Loan. If you request, we will tell you whether any credit report was requested and, if so, the name and address of the credit bureau furnishing the report.

10. **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 credit reporting agency, please notify us of the specific information that you believe is inaccurate by writing to us at PO Box 28619 Sandy Springs, GA 30328 or emailing us at [support@momnt.com](mailto:support@momnt.com). 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 inaccurate information, please send a copy of that report to us.

11. **Negative Information Reporting.** We may report information about your Loan to credit reporting agencies. Late payments, missed payments, or other defaults on your Loan may be reflected in your credit report.



12. **Severability.** If applicable law is finally interpreted so that charges collected or to be collected in connection with this Loan Agreement exceed the permitted limits, then (i) any such charges will be reduced to the permitted amounts and (ii) any amounts already collected that exceed the permitted amounts will be credited to you by applying the credit to any amounts due hereunder. If any provision in this Loan Agreement is invalid under applicable law, the remainder of the provisions in this Loan Agreement will remain in effect and interpreted to give the greatest possible effect to the intent of the parties as originally written.
13. **Assignment.** We may assign this Loan Agreement, and all or any portion of the Loan hereunder, or any of our rights under this Loan Agreement at any time. You further understand, acknowledge, and agree that we or another third party may further sell, assign, or transfer your Loan Agreement and all associated documents and information related to the and this Loan Agreement without your consent or notice to you. You may not assign, transfer, sublicense or otherwise delegate your rights or obligations under this Loan Agreement to another person without our prior written consent. Any such assignment, transfer, sublicense, or delegation in violation of this section 13 will be null and void.
14. **Governing Law.** This Loan Agreement shall be governed by the laws of the State of NJ to the extent not preempted by federal law without regard to any principle of conflicts of laws that would require or permit the application of the laws of any other jurisdiction
15. **No Waiver by Us.** We will not be deemed to have waived any of our rights by delaying the enforcement of any of our rights. If we waive any of our rights in writing on one occasion, that waiver does not constitute a waiver by us of our rights on any future occasion.
16. **Telephone Monitoring and Recording.** You agree that we may monitor or record phone calls to ensure that you receive quality service and for training purposes.
17. **Communicating With You; Consent to Contact by Electronic and Other Means.** You agree that, to the greatest extent not prohibited by applicable law, we may contact you for any lawful reason, including for the collection of amounts owed to us. No such contact will be deemed unsolicited. You agree that we (and any other owner or servicer of your account) may contact you for all purposes arising out of or relating to your Loan at any physical or electronic addresses or numbers (including wireless cellular telephone numbers, ported landline numbers, VOIP, or other services) as you may provide to us from time to time. We may use any means of communication, including, but not limited to, postal mail, electronic mail, telephone, text messaging, or other technology, to reach you. You agree that we may use automatic dialing and announcing devices which may play recorded messages. You may contact us at any time to ask that we not contact you using any one or more methods or technologies. You represent that you are permitted to receive communications at each of the telephone numbers you have provided to us.
18. **Notices; Change of Address or Telephone Number.** We will send all written notices and statements to your address as it appears on our records. To avoid delays and missed payments that could affect your credit standing, you agree to advise us promptly if you change your mailing address, telephone number or other contact information, including, but not limited to, porting a landline telephone number to a cellular phone, VoIP or other services. You represent and agree that for purposes of imposing fees and charges, you are deemed to reside at the current mailing address that we have on record for you.
19. **Entire Agreement.** This Loan Agreement constitutes the final written expression of the credit agreement between you and us relating to your Loan. We are not bound by any oral representations made or implied that are not directly reflected in this Loan Agreement.



## 20. ARBITRATION PROVISION.

- 20.1 **Agreement to Arbitrate Disputes:** This Arbitration Provision sets forth the circumstances and procedures under which Claims (defined below) that arise between you and us will be resolved through binding arbitration; provided, however, that this provision does not apply if, on the date this Agreement is issued, you are covered by the federal Military Lending Act as a member of the Armed Forces or a dependent of such a member. EXCEPT AS APPLICABLE LAW PROHIBITS US FROM IMPOSING BINDING ARBITRATION ON YOU, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR HAVE A JURY TRIAL ON A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE OR MAY BE LIMITED IN ARBITRATION, INCLUDING YOUR RIGHT TO APPEAL AND YOUR ABILITY TO PARTICIPATE IN A CLASS ACTION. Nothing in this provision precludes you from filing and pursuing your individual Claim in a small claims court in your state or municipality, so long as that claim is pending only in that court.
- 20.2 **Definitions:** As used in this Arbitration Provision, the term "Claim" means and includes any claim, dispute or controversy of every kind and nature, whether based in law or equity, between you and us arising from or relating to your Loan Agreement as well as the relationship resulting from such Agreement ("the Agreement"), including the validity, enforceability or scope of this Arbitration Provision or the Agreement. "Claim" also includes claims by or against any third party providing any product, service or benefit in connection with the Agreement (including, but not limited to, debt collectors and all of their agents, employees, directors and representatives) if and only if, such third party is named as a co-party with you or us (or files a Claim with or against you or us) in connection with a claim asserted by you or us against the other. As used in this Arbitration Provision, "you" and "us" also includes any corporate parent, wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns and purchasers of any accounts, all agents, employees, directors and representatives of any of the foregoing and any third party providing any product, service or benefit in connection with the Agreement.
- 20.3 **Initiation of Arbitration Proceeding / Selection of Administrator.** Any Claim will be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed (the "Code"), except to the extent the Code conflicts with the Agreement. Claims must be referred to either JAMS or The American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of either of these organizations is unacceptable to you, you will have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitration administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact (1) JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614; [www.jamsadr.com](http://www.jamsadr.com) or (2) AAA at 335 Madison Avenue, New York, NY 10017, [www.adr.org](http://www.adr.org). In addition to the arbitration organizations listed above, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an arbitration organization or arbitrator(s) appointed pursuant to Section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1- 16, provided that any such arbitration organization and arbitrator(s) will enforce the terms of the restrictions set forth below.
- 20.4 **Class Action Waiver and Other Restrictions.** Arbitration will proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to Claims between you and us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have a preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these terms and conditions and without waiving either party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) will not apply.
- 20.5 **Arbitration Procedures.** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as it may be amended ("FAA"), and the applicable Code. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized by law. Federal or state rules of civil procedure or evidence will not apply. Written requests to expand the scope of discovery rest within the arbitrator's sole discretion and will be determined pursuant to the applicable Code. The arbitrator will take reasonable steps to preserve the privacy of individual, and of business matters. Judgment upon the written arbitral award may be entered in any court having jurisdiction. Subject to the right of appeal under the FAA, the arbitrator's written decision will be final and binding unless you or we take an appeal from the award by making a dated, written request to the arbitration organization within 30 days from the date of entry of the written arbitral award. A three-arbitrator panel administered by the same arbitration organization will consider anew any aspect of the award objected to by the appellant, conduct an arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant's written notice. The panel's majority vote decision will be final and binding.
- 20.6 **Location of Arbitration / Payment of Fees.** The arbitration will take place in the federal judicial district where you live. Regardless of who wins in arbitration, you will only be responsible for paying your share, if any, of the arbitration fees required by the applicable Code, which amount will not exceed the filing fees that you would have incurred if the Claim had been brought in the appropriate state or federal court closest to where you live. We will pay the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees. Waivers also may be available from the JAMS or AAA.
- 20.7 **Continuation.** This Arbitration provision will survive termination of the Agreement, as well as voluntary payment in full of your account, any debt collection proceeding by or between you and us, and any bankruptcy by you or us. If any portion of this Arbitration Provision, except the "Class Action Waiver and Other Restrictions" provision above, is deemed invalid or unenforceable for any reason, it will not invalidate the remaining portions of this Arbitration Provision or the Agreement, each of which will be enforceable regardless of such invalidity.

21. State Law  
Notices. None



Your Credit Report and the Price You Pay for Credit

Your Credit Score

<b>Credit Score</b>	Score: 797
	Source: Transunion <span style="float: right;">Date: 09/25/2023</span>

Understanding Your Credit Score

<b>What you should know about credit scores</b>	<p>Your credit score is a number that reflects the information in your credit report.</p> <p>Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.</p> <p>Your credit score can change, depending on how your credit history changes.</p>
<b>How we use your credit score</b>	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
<b>The range of scores</b>	<p>Scores range from a low of 350 to a high of 850.</p> <p>Generally, the higher your score, the more likely you are to be offered better credit terms.</p>

**How your score compares to the scores of other consumers**

