

IN THE COUNTY COURT  
IN AND FOR FLAGLER COUNTY, FLORIDA  
CASE NO.: 2015 CC 000456

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DISCOVER BANK  
a Delaware Corporation,  
Plaintiff

vs.

KYLE EYRICH,  
Defendant.

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## **COMPLAINT**

### **I. BREACH OF LOAN AGREEMENT**

COMES NOW the Plaintiff, DISCOVER BANK, a Delaware corporation, by and through the undersigned counsel, (hereinafter referred to as "DISCOVER") and files this Complaint against KYLE EYRICH (hereinafter referred to as "Defendant") for damages, and states as follows:

1. This is an action for damages in the amount within the jurisdiction of the Court.
2. Plaintiff, DISCOVER, is a Delaware corporation doing business in Florida, and Discover Products Inc. is the servicing agent for DISCOVER BANK.
3. Defendant is a Florida resident over the age of eighteen (18), and a resident of Flagler County and is sui juris.
4. Defendant applied for a loan from Plaintiff, DISCOVER, and on or about January 28, 2014 received the loan in the amount of \$15,000.00 from Plaintiff, DISCOVER, along with the loan agreement. (A copy of the Loan Agreement is attached hereto as Composite Exhibit "A").
5. The Agreement called for Defendant to make payments on a periodic basis.

6. Defendant breached the Agreement by failing to make any further payments since the last payment on January 2, 2015. DISCOVER BANK has been damaged as a result thereof.

7. DISCOVER is obligated to pay their attorney a reasonable fee and in accordance with the Agreement, for which the Defendant shall be responsible therein.

8. All conditions precedent to the acceleration of the note have been fulfilled or have occurred.

WHEREFORE, Plaintiff, DISCOVER, demands judgment for damages against the Defendant, KYLE EYRICH, in the amount of \$14,305.35 plus pre-judgment interest, late charges, attorney's fees and costs and other such relief as is just and proper.

#### **Count II – MONEY LENT**

9. Plaintiff realleges and reavers paragraphs 1 through 8 as if fully stated herein.

10. Defendant owes Plaintiff \$14,305.35 that is due with interest as of June 12, 2015 for monies lent by Plaintiff to Defendant.

WHEREFORE, Plaintiff, DISCOVER, demands judgment for damages against the Defendant, plus pre-judgment interest, late charges, costs and any other relief deemed appropriate.

#### **COUNT III – OPEN ACCOUNT**

11. Plaintiff realleges and reavers paragraphs 1 through 8 as if fully stated herein.

12. Defendant owes Plaintiff \$14,305.35 that is due with interest as of June 12, 2015, according to the attached account. (A copy of the Account Statement and Payment History are attached hereto as Exhibit "B").

WHEREFORE, Plaintiff, DISCOVER, demands judgment for damages against the Defendant, plus pre-judgment interest, late charges, costs and any other relief deemed appropriate.

#### **Count IV – ACCOUNT STATED**

13. Plaintiff realleges and reavers paragraphs 1 through 8 as if fully stated herein.

14. Before the institution of this action, Plaintiff and Defendant had business transactions between them and on June 12, 2015, they agreed to the resulting balance.

WHEREFORE, Plaintiff, DISCOVER, demands judgment for damages against the Defendant, plus pre-judgment interest, late charges, costs and any other relief deemed appropriate.

#### **Count V – UNJUST ENRICHMENT**

15. Plaintiff realleges and reavers paragraphs 1 through 8 as if fully stated herein.

16. Defendant benefitted from the Loan Agreement, has acknowledged receipt of the benefits, and has failed to pay for same.

17. Defendant has been unjustly enriched to Plaintiff's detriment in the sum of \$14,305.35, the principal balance with interest as of January 2, 2015 .

WHEREFORE, Plaintiff, DISCOVER, demands judgment for damages against the Defendant, plus pre-judgment interest, late charges, costs and any other relief deemed appropriate.

Dated this 30 day of September, 2015.

JAFFE & ASHER, LLP

By: /s/ Carolyn Wiener, Esq. \_\_\_\_\_  
Carolyn Wiener  
3475 Sheridan Street, Suite 209  
Hollywood, Florida 33021  
Tel. (754) 210-7062  
Fax (754) 210-7063  
Email [cwiener@jaffcandasher.com](mailto:cwiener@jaffcandasher.com)  
FBN: 81746  
*Attorneys for Plaintiff*

# EXHIBIT

## ‘A’



**PRIVACY:** Our Privacy Policy includes a summary of the personal information we collect when it may be shared with others, how we safeguard the confidentiality and security of information and the users who may wish to limit

**ARBITRATION OF DISPUTES:**

**(e) Fees and Costs.** If you wish to begin an application against an individual

**(g) You May Have the Right to Reject Arbitration.** You may reject the Arbitration of Disputes section but only if we receive

**Team Approval:** PR: None      CD: Steve Steger      AD: None      CW: None      PA: Bill Ward      AE: Stacy Kress

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Page: 2 of 2

and Europa Tech 2002.

# **EXHIBIT**

## **‘B’**

## CUSTOMER SERVICE

Managing your account is easy with any of these options:



Online, anytime, by visiting:  
Discover.com/Personal-Loans



Write to us at the correspondence address  
shown on the back of this statement



24/7 Automated phone system, by  
calling: 1-877-256-2632, option 1  
TDD call 1-866-710-3357

Customer Service Agents are available  
to assist you Monday through Friday,  
8am - 8pm Eastern Time.

## ACCOUNT SUMMARY

Monthly Payment Amount:	\$365.50
Amount Past Due:	\$1,827.50
Late Fees Due:	\$195.00
Other Fees Due:	\$0.00
Credit Protection Fee Due:	\$0.00
<b>Total Amount Due:</b>	<b>\$2,388.00</b>
<b>Payment Due Date:</b>	<b>7/03/15</b>

Your account is currently past due by the amount shown above.  
The Total Amount Due is the amount required to bring your account  
to a current status.

Loan Maturity Date:	2/03/19
Payoff Balance*:	\$14,322.55
Payoff Good Through:	7/03/15
Annual Percentage Rate:	15.99%

\* Does not include any fees, credits or refunds that have not been posted.

## IMPORTANT MESSAGES

Having trouble making your payments? Our  
Repayment Assistance Specialists are available to  
assist you Monday through Friday, 8am to 10pm ET,  
Saturday 8am to 2pm ET or Sunday 9am to 3pm ET.  
Please call us at 1-877-256-2660.

## TRANSACTION ACTIVITY

Principal Balance As of Statement Date:	\$13,084.32
<b>Total Payment Amount(s) Received:</b>	<b>-\$0.00</b>
Principal Paid:	\$0.00
Interest Paid:	\$0.00
Late Fees Paid:	\$0.00
Other Fees Paid:	\$0.00
Credit Protection Fee Paid:	\$0.00

Transaction Detail (see next page):

Please make checks payable to Discover® Personal Loans  
Please fold on the perforation below, detach and return with your payment.

See reverse side for important information about your account.

### Payment Coupon

Please do not fold, clip or staple.



### Pay Online

Discover.com/Personal-Loans



### Pay by Phone

1-877-256-2632



SDPLRA01 000001

Kyle L Eyrich

4 [REDACTED]

Palm Coast, FL 32164-5330



Account Number: [REDACTED]

Total Amount Due: \$2,388.00

Due By: 7/03/15

If after Due By Date: \$2,427.00

Amount Enclosed: \$

Mail to:

DISCOVER PERSONAL LOANS  
PO BOX 6105  
CAROL STREAM, IL 60197-6105



Phone and Internet payments must be received by 5PM ET to be credited as of that day.  
Address, e-mail or telephone changed? Note changes on reverse side.





## CONTACT US



**Web**  
Access your account securely at  
[Discover.com/Personal-Loans](http://Discover.com/Personal-Loans)



**Phone**  
1-877-256-2632  
For TDD please call  
1-866-710-3357



**Inquiry**  
Discover®  
PO Box 30954  
Salt Lake City, UT 84130  
(Not a payment address)



**Mail Payments To**  
Discover Personal Loans  
PO Box 6105  
Carol Stream, IL  
60197-6105

### IMPORTANT INFORMATION:

**LOAN AGREEMENT:** Please refer to the Truth-in-Lending Disclosures and Loan Agreement included in your welcome kit for the terms and conditions of your account.

**CREDIT REPORTING:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you believe that our report is incorrect or incomplete, please write to us at the general correspondence address listed above. Please include your name, address, account number and a phone number where you can be reached should we have questions or need to speak with you.

**PAYMENTS:** Send only your payment and the bottom portion of this statement in the envelope provided. Do not send cash. By sending your check, you authorize us to use information on your check to make an electronic fund transfer (EFT) from your account at the financial institution indicated on your check, or to process the payment as a check transaction. If the payment is processed as an electronic fund transfer, the transfer will be for the amount of the check. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

The processing of your payment may be delayed if you send cash, correspondence or other items with your payment, if you send the payment to any other address, or if you use an envelope other than the one provided. Unless requested otherwise, payments received by 5pm Eastern Standard Time at the payment address on any day will be credited as of that day. Payments received at the payment address after 5pm Eastern Standard Time will be credited as of the next day. If you have misplaced your envelope, send your payment to Discover Personal Loans, PO Box 6105, Carol Stream, IL 60197-6105. Please allow 7-10 days for delivery. If your payment is returned unpaid, we reserve the right to resubmit it as an electronic debit. For overnight payments please send to: Discover Personal Loans, Attention: DPL LockBox 6105, 2100 W. Corporate Drive Suite A, Addison, IL 60101-1446.

You can also pay your Monthly Payment Amount, or a greater amount that does not exceed your Current Payoff Balance, over the telephone, or online at [Discover.com/Personal-Loans](http://Discover.com/Personal-Loans). In order to make a payment by telephone, you

will need your personal loan account information and your bank account information.

By pressing '1' to confirm your payment by phone, you will be agreeing to the authorization to allow us and your bank to deduct each payment you authorize, in the amount selected by you, from your bank account. You also authorize us to initiate debit or credit entries to your bank account, as applicable, to correct any error in the processing of such payment. You can cancel a scheduled payment by contacting us at 1-877-256-2632 prior to 5:00 p.m. Eastern Time on the Payment Date. To cancel by mail, send to: Discover Personal Loans, PO Box 30954, Salt Lake City, UT 84130-0954; however we must receive notice at least three (3) business days in advance of the scheduled payment date.

**AUTOMATIC PAYMENTS SERVICE:** You have the option of scheduling a recurring automatic payment for either the Monthly Payment Amount or another amount of your choice. You must ensure that sufficient funds are available in your bank account, and all transactions must comply with U.S. law. If your Automatic Payment Amount is not enough to cover the Monthly Payment Amount as listed on your monthly billing statement, you will be responsible for paying any difference. If the scheduled Automatic Payment Amount is greater than the Monthly Payment Amount, any excess will be applied in accordance with your Loan Agreement. Your Automatic Payment Amount may be less than the Total Amount Due indicated on your monthly billing statement based on credits or payments after the closing date. If your scheduled payment date falls on a weekend or a bank holiday, your payment will be processed the business day prior to the weekend or bank holiday.

If you enroll in our Automatic Payments Service by phone, please fill in the information below and retain this authorization for your records. You will receive a confirmation of your Automatic Payments Service enrollment in the mail.

Check one: ☐ Monthly Payment Amount or ☐ Other Amount: \$  
Bank Routing #: \_\_\_\_\_  
Bank Account #: \_\_\_\_\_  
Frequency (check one): ☐ Monthly on Payment Due Date or  
☐ On \_\_\_\_ th of each month.

Date: \_\_\_\_\_

## CHANGE OF ADDRESS

If correct on front, do not use. Please print clearly in blue or black ink, in the space provided.

Street Address

Home Phone

Work Phone

City

Email

State, Zip

To make changes to your address, email or telephone number, visit [Discover.com/Personal-Loans](http://Discover.com/Personal-Loans)

**TRANSACTION DETAIL**

TRANSACTION DESCRIPTION	AMOUNT	DATE POSTED
LATE FEE ASSESS	\$39.00	06/08

NOTE NBR [REDACTED]  
SHORT NAME KYRICH KYLEREASON- REQUESTED  
PROC-THRU 8-17-2015

## \*-----BALANCE DATA-----\* KYLE L KYRICH

NOTE AMOUNT	15,000.00
PRINCIPAL BALANCE	.00
INT BALANCE	1,026.03
PAYOFF AMOUNT	
AS OF 8-16-15	14,305.35
PERCENTAGE SOLD	.0000000000%

## \*-----INTEREST DATA-----\*

INTEREST RATE	.0000
DAILY INT. FACTOR	.000000
INTEREST PAID YTD	174.47
GUARANTEE CODE	2
ACC/YR BASE	ACT-365/366

## CONTACT-

TITLE-	
HOME PHONE	386-437-4348
BUS PHONE	
OFFICER TLR	DEALER 00000

## \*-----CREDIT DATA-----\*

## \*-----DATES-----\*

NOTE DATE	01-28-14	PAST DUE C1	1	PAST DUE 30 DYS	1
LAST RENEWED	00-00-00	PAST DUE C2	1	PAST DUE 60 DYS	1
NEXT MATURITY	02-03-19	PAST DUE C3	0	PAST DUE 90 DYS	1
LAST ACTIVE	06-30-15	TOTAL PAST DUE			.00
INTEREST PAID-TO	01-02-15	OLDEST PMT DUE DATE			00-00-00
LAST PRINCIPAL REDUCTION	06-30-15	LOAN FEES DUE			195.00
		LATE FEES DUE			.00
		CLASSIFIED/RISK			/

## \*-----EXTENSION/RENEWAL COUNTERS-----\*

	TO-DATE	MTD	YTD	LAST TRAN DATE
NBR OF EXTENSIONS				00-00-00
NBR OF SKIP PAYMENTS				00-00-00
NBR OF DEFERMENTS				00-00-00
NBR OF RENEWALS				00-00-00
NBR OF WORKOUT RENEWALS				00-00-00
NBR OF DUE DATE CHANGES				00-00-00

## \*-----HISTORY-----\*

POST DTE EFF DATE	TC1	TRANS DESCRIPTION	AMOUNT	TYPE	NEW BALANCE
DUE DATE PAID-TO	TC2	I-RATE	PSA		
REC DATE					15000.00
01-28-14	01-28-14	033	1ST DISBURSE	15000.00	PRINCIPAL
00-00-00	01-28-14	00	15.9900		
00-00-00					14857.92
03-03-14	03-03-14	083	REG PMT-EFF DTE	142.08	PRINCIPAL
03-03-14	03-03-14	02	15.9900	223.42	INTEREST
00-00-00					
03-03-14			DPL FISERV DPP		14694.20
04-03-14	04-03-14	083	REG PMT-EFF DTE	163.72	PRINCIPAL
04-03-14	04-03-14	02	15.9900	201.78	INTEREST
00-00-00					
04-03-14			DPL FISERV DPP		

NOTE NBR [REDACTED]  
SHORT NAME KYRICH KYLEREASON- REQUESTED  
PROC-THRU 0-17-2015

\*-----HISTORY-----\*

POST DTE	EFF DATE	TC1	TRANS	DESCRIPTION	AMOUNT	TYPE	NEW BALANCE
DUE DATE	PAID-TO	TC2	I-RATE	PSA			
REC DATE							14515.38
05-02-14	05-02-14	083	REG	PMT-EFF DTE	178.82	PRINCIPAL	
05-03-14	05-02-14	02	15.9900		186.68	INTEREST	
00-00-00							
05-02-14			DPL	FISERV DPP			14353.37
06-03-14	06-03-14	083	REG	PMT-EFF DTE	162.01	PRINCIPAL	
06-03-14	06-03-14	02	15.9900		203.49	INTEREST	
00-00-00							
06-03-14			DPL	FISERV DPP			14176.51
07-03-14	07-03-14	083	REG	PMT-EFF DTE	176.86	PRINCIPAL	
07-03-14	07-03-14	02	15.9900		188.64	INTEREST	
00-00-00							
07-03-14			DPL	FISERV DPP			13991.11
08-01-14	08-01-14	083	REG	PMT-EFF DTE	185.40	PRINCIPAL	
08-03-14	08-01-14	02	15.9900		180.10	INTEREST	
00-00-00							
08-01-14			DPL	FISERV DPP			13827.87
09-03-14	09-03-14	083	REG	PMT-EFF DTE	163.24	PRINCIPAL	
09-03-14	09-03-14	02	15.9900		202.26	INTEREST	
00-00-00							
09-03-14			DPL	FISERV DPP			13644.11
10-03-14	10-03-14	083	REG	PMT-EFF DTE	183.76	PRINCIPAL	
10-03-14	10-03-14	02	15.9900		181.74	INTEREST	
00-00-00							
10-03-14			DPL	FISERV DPP			13463.90
11-03-14	11-03-14	083	REG	PMT-EFF DTE	180.21	PRINCIPAL	
11-03-14	11-03-14	02	15.9900		185.29	INTEREST	
00-00-00							
11-03-14			DPL	FISERV DPP			13275.35
12-03-14	12-03-14	083	REG	PMT-EFF DTE	188.55	PRINCIPAL	
12-03-14	12-03-14	02	15.9900		176.95	INTEREST	
00-00-00							
12-03-14			DPL	FISERV DPP			13084.32
01-02-15	01-02-15	083	REG	PMT-EFF DTE	191.03	PRINCIPAL	
01-03-15	01-02-15	02	15.9900		174.47	INTEREST	
00-00-00							
01-02-15			DPL	FISERV DPP			13084.32
02-06-15	02-06-15	085	LATE	FEE ASSESS	39.00	L/F ASSESS	
02-03-15	00-00-00	00	15.9900				
00-00-00							

REASON- REQUESTED  
PROC-THRU 8-17-2015

*-----HISTORY-----*									
POST DTE	EFF DATE	TC1	TRANS DESCRIPTION	AMOUNT	TYPE	NEW BALANCE			
DUE DATE	PAID-TO	TC2	I-RATE	PSA					
REC DATE							13084.32		
03-06-15	03-06-15	085	LATE FEE ASSESS	39.00	L/F ASSESS				
03-03-15	00-00-00	00	15.9900						
00-00-00							13084.32		
04-06-15	04-06-15	085	LATE FEE ASSESS	39.00	L/F ASSESS				
04-03-15	00-00-00	00	15.9900						
00-00-00							13084.32		
05-06-15	05-06-15	085	LATE FEE ASSESS	39.00	L/F ASSESS				
05-03-15	00-00-00	00	15.9900						
00-00-00							13084.32		
06-08-15	06-08-15	085	LATE FEE ASSESS	39.00	L/F ASSESS				
06-03-15	00-00-00	00	15.9900						
00-00-00							13084.32		
06-30-15	06-30-15	004	PUT ON NON-ACCR	1026.03	NON-ACCRUAL INT				
00-00-00	00-00-00	00	15.9900						
00-00-00							13084.32		
06-30-15	PROCESSED								
06-30-15	06-30-15	088	CHARGE-OFF	13084.32	PRINCIPAL C/O				
00-00-00	00-00-00	00	15.9900						
00-00-00									
06-30-15	AUTOMATED CHARGE OFF BY								
06-30-15	06-30-15	027	LATE FEE WAIVER	195.00	L/F WAIVED				
00-00-00	00-00-00	00	15.9900						
00-00-00									
06-30-15	FT LATE FEE REVERSAL FOR CHARGE-OFF								
06-30-15	06-30-15	035	FEE ASSESSED	195.00	FEE AMOUNT				
00-00-00	00-00-00	00	15.9900						
00-00-00									
06-30-15	FT LATE FEE REASSESSMENT FOR CHARGE-OFF								
06-30-15	06-30-15	003	INT RATE CHANGE	.0000	NEW RATE				
00-00-00	00-05-18	00	.0000	15.9900	OLD RATE				
00-00-00									
06-30-15	URF 3076 INTEREST RATE CHANGE								