

541374-01 WEG

**IN THE COMMON PLEAS COURT
FRANKLIN COUNTY OHIO**

Wells Fargo Bank, N.A.
1 Home Campus
MAC F2303-033
Des Moines, IA 50328,

Plaintiff,

vs.

John Jeffrey Hanson
5962 Blunden Rd.
Dublin, OH 43016-6726,

Defendant.

) Case No.:

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) Judge:

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) **COMPLAINT**

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INTRODUCTION

1. At all times relevant, Plaintiff was and is a federally chartered bank organized and existing under the laws of the United States, and authorized to do business in the State of Ohio, with its principal place of business located at the address set forth in the above caption.

2. Defendant John Jeffrey Hanson is a resident of Franklin County, Ohio, with Defendant's last known address as set forth in the above caption.

COUNT I – BREACH OF CREDIT CARD ACCOUNT AGREEMENT

3. Plaintiff reavers and realleges each and every allegation contained in paragraphs 1 through 2 of this Complaint as if the same were fully rewritten herein.

4. Defendant John Jeffrey Hanson applied for and received a Credit Card, Acct. No. XXXXXXXXXXXXX0671. A copy of the Credit Card Account Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

5. By accepting and using the Credit Card Account, Defendant agreed to all of the terms and conditions set forth in the Credit Card Account Agreement between Defendant as the Credit Card Account Holder and Plaintiff.

6. Defendant made various charges to the Credit Card Account, and has breached the terms of the Credit Card Account Agreement by failing to pay Plaintiff for the charges made.

7. Demand has been made upon Defendant to remit the balance due, but Defendant has failed and refused.

8. There is currently due and owing to Plaintiff the sum of \$26,312.13. A statement setting forth the balance due and owing is attached hereto as Exhibit "B" and incorporated herein by reference.

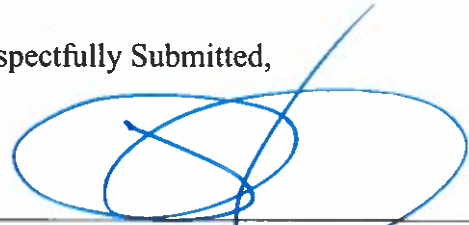
COUNT II – UNJUST ENRICHMENT

9. Plaintiff reavers and realleges each and every allegation contained in Paragraphs 1 through 8 of this Complaint as if the same were fully rewritten herein.

10. Defendant has been unjustly enriched in the sum of \$26,312.13, at Plaintiff's expense and to Plaintiff's detriment, by failing to pay Plaintiff for charges made to the Credit Card Account.

WHEREFORE, Plaintiff demands judgment against Defendant, in Counts I and II, in the amount of \$26,312.13 and costs. Plaintiff is not seeking interest.

Respectfully Submitted,



Keith D. Weiner & Associates Co., LPA
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Consumer Credit Card Customer Agreement & Disclosure
Statement Visa®

Thank you for opening a Wells Fargo Visa® Account.

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In this contract, "the Bank," "Wells Fargo," "we," "our," and "us" refer to Wells Fargo Bank, N.A. "You" and "your" mean each person who applied for and received a Wells Fargo Credit Card. "Credit Card" means any cards we issue to you or any devices we allow you to use for accessing your Account to obtain credit.

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Notice to California Cardholders

To our California customers who have discussed Credit Card terms and conditions with us in Spanish, Chinese, Korean, Vietnamese, or Tagalog:

Read Part 6 – Section 9 about interpreter certification before you confirm your credit card.

Lea la Parte 6, Sección 9, sobre la certificación del intérprete antes de confirmar su tarjeta de crédito.

請您在確認信用卡之前細讀第 6 部分第 9 節的「口譯員認證」。

귀하의 신용카드를 확인하시기 전에 통역사 인증에 관한 6장 9절을 읽으시기 바랍니다.

Hãy đọc Phần 6 – Phần 9 về xác nhận và thông dịch viên trước khi quý khách xác nhận thẻ tín dụng của mình.

Basahin ang Bahagi 6 – Seksyon 9 tungkol sa sertipikasyon ng tagapagsaling-wika bago mo kumpirmahin ang iyong credit card.

Part 1: Using Your Account**1. What is this contract?**

This contract is for your Credit Card account (Account) and is between Wells Fargo Bank, N.A. and each Account holder.

The contract includes the following information:

- Credit Card Agreement (Agreement)
- Important Terms of Your Credit Card Account
- Future amendments to this contract

By using or confirming your Account, you and any joint Account holder accept this Agreement's terms. Please carefully read this Agreement and keep it for your records.

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2. How can you use this Account?

You agree to use your Account only for lawful personal, family, or household purposes that include:

Transaction Type	Details
Balance Transfers	When you transfer a credit balance from another financial institution's credit card to your Account, including using a check that accesses your Account. Your Account may not be eligible for Balance Transfers.
Cash Advances	When you use your Credit Card to get cash. These transactions include: <ul style="list-style-type: none"> • Credit Card use at: <ul style="list-style-type: none"> • ATM • Bank teller • Wells Fargo Online (Wellsfargo.com) or through the Wells Fargo mobile app • Cash-like transactions, such as: <ul style="list-style-type: none"> • Casino chips • Foreign currency • Lottery tickets • Money orders • Off-track wagers • Other wagers • Traveler checks • Wire transfers • Vouchers you can redeem for cash or similar items • Overdraft protection advances
Purchases	"Purchases" means when you use your Credit Card to buy or lease goods or services. Tax payments and associated fees are Purchases. Cash Advances and Balance Transfers are not Purchases.
Other	Any other transactions that we allow.

We are not responsible for anyone who refuses to accept your Credit Card or any other Credit Access Device. Credit Access Device means a device other than your Credit Card that we allow you to use for accessing your Account to obtain credit, like SUPERCHECKS™ and mobile devices.

Knowing Your Responsibility to Pay

When you use your Account or let someone else use it, you promise to pay the total amount of the Purchases, Cash Advances, and Balance Transfers. You also promise to pay all interest, fees, and other amounts that you may owe us.

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3. Can we limit your Account use?

Yes. We may limit or close your Account. If we do so, the terms of this Agreement will apply until you pay your Account in full.

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4. What is your Credit Limit?

"Credit Limit" means the amount of credit that is available for you to use with your Account. We provide this amount to you with your Credit Card, and it shows on each of your billing statements. You promise to use your Account only to the limits.

We can adjust your Credit Limit at any time, including automatically increasing your Credit Limit if you qualify. Further, we may restrict the amount of your Credit Limit that you can use for Cash Advances.

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5. What happens if you use more than your available Credit Limit?

We may either allow the transaction without increasing your Credit Limit or deny the transaction. If we allow the transaction, we may require you to pay the over-limit amount along with your next statement's Minimum Payment. You will still be liable (responsible) for all credit you receive.

"Minimum Payment" means the minimum amount you must pay by the Payment Due Date. You can find this date on each billing statement for your Account. "Payment Due Date" means the date when the Minimum Payment is due.

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6. Can you add an authorized Credit Card user to your Account?

Yes. To add an authorized user, contact us with the name of the person for whom you want us to issue a Credit Card. You can contact us any time at the number listed on the back of your Credit Card. We will then issue you a new Credit Card in their name.

You are responsible for paying all charges that the authorized user makes and that you owe us, including any Purchases, Balance Transfers, or Cash Advances. This amount includes all related interest and fees.

Providing Personal Information about Authorized Users

You agree to give us certain personal information about each authorized user. They must give you permission to give us this information. The details you provide us may include:

- Name
- Individual Taxpayer Identification Number
- Address

- Social security number
- Date of birth
- Citizenship details

Managing Credit Card Responsibilities with Authorized Users

You are not required to have an authorized user on this Account. By adding one, this person is not liable for any Outstanding Balance or any other charges that you or any other authorized user makes. "Outstanding Balance" means the total of all unpaid amounts, including:

- Purchases
- Cash Advances
- Balance Transfers
- Interest
- Fees
- Any other amounts that you may owe us

Should all liable cardholders die, all authorized users' privileges automatically end. After that, any person who uses the Credit Card agrees to pay us all amounts they owe us. We can choose to pursue the person to pay any Outstanding Balance or other charges they allow.

You agree to inform each authorized user that all applicable sections of this Agreement also apply to them.

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7. Can you end an authorized user's ability to use your Account?

Yes. You can stop an authorized user from being able to use your Account. To do so, take these steps:

1. Recover that person's Credit Card.
2. Destroy the Credit Card.
3. Contact us with your request to remove them at the number on the back of your Credit Card or by mail at:
Wells Fargo Bank, N.A.
P.O. Box 10347
Des Moines, IA 50306-0347

Please note: If you do not recover and destroy their Credit Card, and the authorized user continues to use the Account, we have the right to cancel all Credit Cards and establish a new Account for you. However, until you contact us requesting to remove the authorized user, you continue to be liable for any charges the authorized user makes.

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8. Will you always receive a billing statement?

We will send you a billing statement when your Account has a balance.

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9. What can cause your Account to be in default?

Your Account is in default if any of the following happen:

- You do not make a Minimum Payment by the Payment Due Date.
- Your payment returns to Wells Fargo unpaid.
- You do not honor this Agreement's terms.
- Your application includes a false statement.
- You file for bankruptcy.

In any of these scenarios, we will require you to immediately pay your Account total. We also may:

- Not allow future transactions on your Account
- Close your Account
- Close your other Wells Fargo accounts

Paying Our Costs When Your Account Is in Default

You agree to pay collection costs, attorney's fees, and court costs that we have as a result of enforcing our rights under this Agreement.

Managing Defaults with Joint Accounts

We consider a default by one Account holder to be a default by all of them.

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10. What should you do if your Credit Card is lost or stolen, or Account is compromised?

Notify us immediately if:

- Your Credit Card or Account information is lost or stolen, or
- You believe someone is using it without your permission.

Contact us at:

Contact Method	Details
By Phone	1-800-642-4720
By Mail	Wells Fargo Bank, N.A. P.O. Box 10347 Des Moines, IA 50306-0347

Investigations and Liability for Unauthorized Use and Zero Liability Protection

You agree to assist us in our investigation of your claim. If we find that you are not responsible, then we will not hold you liable for your Account's unauthorized use.

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11. Who can close your Account?

Entity	Details
You	You may close your Account at any time.
Wells Fargo Bank, N.A.	We may close your Account for any reason at any time.
Joint Accounts	Any Account holder can cancel the Account. If we close the joint Account, then we may notify only one Account holder.

When your Account closes, you must still pay the balance that you owe us according to this Agreement's terms.

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Part 2: Making Transactions and Other Account Activity

1. How can you get Cash Advances?

- Cash Advances from ATMs

You may have limits on how much and how frequently you can use your Credit Card for Cash Advances from ATMs. If you have a Cash Advance limit, it will be on your monthly statement. The ATM owner may also restrict how you can use it. Your Cash Advance amount will include any fees that the ATM owner charges you.

- **Cash Advances for Overdraft Protection**

You may choose to use your Credit Card to provide an automatic Cash Advance to cover an overdraft on a linked Wells Fargo checking account. To cover this overdraft, we will advance either your overdraft amount or \$25.00, whichever is greater. If your Credit Card's available credit is less than these amounts, then we will advance the amount of your available credit.

- **Fees and Annual Percentage Rate (APR):** "APR" is a rate that we use to calculate interest on your Account's balance and shows as a percentage. You can find overdraft protection APR and fees in Important Terms of Your Credit Card Account, which is a summary of your Account's APRs, fees, and other important information.

Please note: Overdraft protection advances, interest, and fees may cause your Account balance to exceed your Credit Limit.

- **More than one person on checking account:** If the checking account you link for overdraft protection lists more than one person (such as a joint checking account), then the following applies:
 - You are responsible for all overdraft protection advances. This responsibility is regardless of which person writes the check or does any other transaction that causes the overdraft, such as a debit card purchase.
 - You agree that we can disclose to any other person on your checking account that this Credit Card links to it for overdraft protection.

We can cancel, suspend, or change your overdraft protection service at any time and for any reason.

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2. **How can you use SUPERCHECKS™ on your Account?**

You can access your Account with SUPERCHECKS similar to how you write a check on a deposit account. SUPERCHECKS will post as a Balance Transfer. They will include transaction fees and interest.

The following restrictions apply to SUPERCHECKS:

- **Payment on Other Wells Fargo Accounts:** You cannot use SUPERCHECKS to pay on any Wells Fargo account.
- **Allowed User:** Only the person whose name is printed on the check can use them.
- **Allowed Currency:** You can only write them in U.S. dollars.
- **Certified:** SUPERCHECKS cannot be certified.
- **Payment Disputes:** If you use SUPERCHECKS to pay a merchant for property or services and a dispute arises, you cannot file a claim against us as a result.

We can put conditions on using SUPERCHECKS checks. We can also choose whether to reject, decline, and return unpaid any SUPERCHECKS checks or advances.

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3. Can you use your Credit Card in a mobile app?

Yes. We may allow you to load your Credit Card into an app on an electronic device, such as a mobile wallet. You can then use this app to make Purchases and transactions without presenting your Credit Card. Examples of electronic devices include smart phones, tablets, and other devices. Separate terms governing your use of your Credit Card through a mobile device and this Agreement cover those transactions. When you use your Credit Card with your mobile device for transactions, third parties (such as merchants and digital wallet operators) may use and receive information related to your mobile device and the Credit Card transactions.

- **Third-Party Fees**

Third parties may charge you fees for your transaction, such as mobile-carrier data or messaging charges.

- **Restrictions**

At any time, we may partially or fully restrict your ability to make credit transactions through a third party/mobile device.

- **Account Removal**

You agree to promptly notify us by calling the number on the back of your Credit Card if you remove or want to remove your Account information from any app on an electronic device.

Please note: We have no control over those devices and cannot guarantee how well they work. You also should protect the device's security the same as you would protect your Credit Card or other valuable information.

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4. Can you use your Credit Card to pay any other Wells Fargo credit account?

No. You cannot use your Credit Card to pay any other Wells Fargo credit account.

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5. Can we deny transactions on your Credit Card?

Yes. We may decline any transaction at any time for any reason, such as:

- Account default
- Suspected fraudulent or unlawful activity
- Internet gambling
- Any indication of a transaction's increased risk

We may also limit the number of authorizations we allow during a period of time. In addition, we can deny authorizations from merchants who may be engaging in the internet gambling business.

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6. How do we manage temporary authorizations?

We may allow temporary authorizations that are greater than your actual Purchase amount for transactions at some merchants, such as:

- Car rental companies
- Gas stations
- Hotels
- Restaurants

This temporary authorization may make less credit available on your Account for several days. This step usually happens until the date when the merchant provides the actual Purchase amount.

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7. What happens if you misuse your Account in order to earn or use Rewards?

If you abuse, misuse, or game your Account in order to earn or use Rewards, or try to do so, then we may close or restrict your Credit Card. This misuse means that you make multiple Purchases and payments during a Billing Cycle, which causes your total Purchases amount to substantially exceed your Credit Limit. Each billing statement shows a statement closing date, which is your Billing Cycle's last day. "Billing Cycle" means the time period between billing statements.

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8. How does an international transaction in foreign currency convert to U.S. dollars?

When you use your Visa Credit Card to make a transaction in a currency other than U.S. dollars, Visa International (Visa) converts the charge into a U.S. dollar amount. Visa uses one of the following steps to determine the exchange rate between the transaction currency and the billing currency:

- Select a rate from the range available in wholesale currency markets for the applicable central processing date. This rate may vary from the rate Visa receives. Or,
- Use the government-mandated rate in effect for the applicable central processing date.

The processing date's currency conversion rate may differ from the rate in effect on the transaction date or the date when the transaction posts to your Account.

Using Merchant Conversions

Some merchants outside of the U.S. can give you an option for how to convert the Credit Card transaction into U.S. dollars. They can have you choose whether you want Visa or the merchant to make the conversion. If you choose for the merchant to do it, then they determine the conversion rate, not Visa. We then do not charge you a foreign currency conversion/foreign transaction fee.

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Part 3: Understanding Fees and Interest

1. What are the Account's fees?

The following fees may apply to your Account, and you agree to pay them. If they do apply, you will find the amount in the document, Important Terms of Your Credit Card Account.

Fee Type	When We Charge This Fee
Annual Fee	We will add this fee to your monthly billing statement once a year, whether or not you use this Account. We add this fee to your Purchase balance, which may

	create interest charges. We will notify you before we charge the annual fee. To avoid future annual fees, you must close your Account before we charge you the annual fee. You may be eligible for a refund of the annual fee depending on when you close your Account.
Balance Transfer Fee	On a Balance Transfer transaction
Cash Advance Fee	On a Cash Advance from your Account
Foreign Currency Conversion/Foreign Transaction Fee	If you make a transaction in a foreign currency and Visa converts it into a U.S. dollar amount
Late Fee	Each time we do not receive the required Minimum Payment by the Payment Due Date
Rush Plastic Fee	If you ask us to rush delivering your Credit Card to you

We may charge additional fees if you and we agree to them. We add all fees to your Purchases balance, except Cash Advance fees. We add those fees to your Account's Cash Advance balance.

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2. **When do we charge interest to your Account?**

- **For most transactions:** We charge interest beginning on the date you make the transaction on your Account.
- **For fees:** We charge interest beginning on the Billing Cycle's first day after the previous Billing Cycle in which the fee posted to your Account.

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3. **Does your Account have a Minimum Interest Charge?**

Your Account may have a Minimum Interest Charge. "Minimum Interest Charge" means the lowest amount of interest we charge you if you owe any interest in a Billing Cycle.

For details of this charge, please see the document, Important Terms of Your Credit Card Account.

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4. **What interest charges will you owe us?**

The following details describe the interest you may owe each Billing Cycle. You can find details on the APRs that apply to different balances in the document, Important Terms of Your Credit Card Account.

- **Introductory and Promotional Rates**

Introductory Rates

Your Account may be eligible for introductory rates. The document, Important Terms of Your Credit Card Account, describes whether you qualify.

Promotional Rates

If we offer you a promotional rate after you open your Credit Card, then you will receive the terms at that time.

When any introductory and promotional rates expire, your remaining balances receive the applicable regular APR terms. You can find these details in the document, Important Terms of Your Credit Card Account.

- **Standard Variable APR**

A variable APR is an interest rate that varies with the market based on the U.S. Prime Rate. To calculate your variable APR for each Billing Cycle, we use the U.S. Prime Rate and add a margin. See the document Important Terms of Your Credit Card Account for the margin on Purchases, Balance Transfers, Cash Advances, and overdraft protection advances on your Account. You can also find details in that document about your Account's daily periodic rates.

How We Determine the U.S. Prime Rate

Each Billing Cycle, we use the U.S. Prime Rate that the Wall Street Journal publishes in its Money Rates section three business days before your billing statement's closing date. When more than one U.S. Prime Rates exist, we use an average. If the U.S. Prime Rate is not published or available (temporarily or permanently), we use a substitute index that we believe is similar to the U.S. Prime Rate. We do so at our sole discretion.

A change in the APR may increase or decrease the total amount of interest you pay and your Minimum Payment. If the U.S. Prime Rate changes and affects your APR, the new APR will apply to both existing and future balances on the first day of your Billing Cycle. The APR will continue to vary even if you or we close your Account.

- **Fixed APRs**

"Fixed APRs" means APRs that do not change with the market based on the U.S. Prime Rate. However, if one or more Fixed APRs apply to your Account, we may change the Fixed APR from time to time. We do so by following the terms that we describe in "Part 6 – Section 1: Can we change this Agreement?" of this document. You can find the APRs that apply to your Account in the document, Important Terms of Your Credit Card Account.

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5. **What is your daily periodic rate?**

The daily periodic rate is a daily interest rate. We calculate it by dividing each applicable APR by 365.

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6. **How do we calculate interest on your Account?**

We take the following steps to calculate your Account's interest:

- **Step 1: Calculate the daily balance.**

We calculate your daily balance separately for each transaction category. We take the following actions:

1. Start with the daily balance from the end of the previous day.
2. Add any new transactions and other charges, including interest that accrued on the previous day's balance (interest compounds daily).
3. We then subtract any payments or credits.

For example:

Calculation	Amount
Daily balance for Purchases from the previous day	\$1,000
Add New Purchases	+ \$500
Add Fees and interest accrued on the previous day's transaction category balance	+ \$50
Subtract payments, credits, and adjustments that posted that day	- \$250
= New daily balance for Purchases	= \$1300

• **Step 2: Calculate the Average Daily Balance (ADB).**

We add together all the daily balances for the Billing Cycle, starting with the beginning balance on the Billing Cycle's first day. This beginning balance includes any unpaid fees from the previous Billing Cycle and any late fees that we charged you during the current Billing Cycle. We treat any daily balance that has a credit as zero. We then divide this amount by the number of days in the Billing Cycle.

For example:

Calculation	Amount
Sum of daily balances	\$4,000
Divide by number of days in the Billing Cycle	÷ 30
= ADB	= \$133.33

• **Step 3: Calculate the interest.**

We calculate the interest we will charge for each balance type by doing the following:

1. Multiply the daily periodic rate by the ADB.
2. Multiply the total from the previous bullet by the number of days in the Billing Cycle.

For example:

Calculation	Amount
Daily periodic rate	0.05%
Multiply by the ADB	x 133.33
Multiply by number of days in Billing Cycle	x 30
= Charged interest	= \$2.00

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7. **How can you avoid paying interest on your Account?**

You can avoid paying interest on new Purchases by paying your entire New Balance by the Payment Due Date on each Billing Cycle's statement. However, you must always pay interest on Cash Advances and Balance Transfers.

"New Balance" means the total amount you owe by the statement's closing date. Your Payment Due Date is at least 25 days from the statement's closing date. You can find this detail on your billing statement.

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8. When do we apply specific transactions, fees, and credits to your Account?

Transactions

- **Purchases and Balance Transfers:** We add these amounts to the Purchase balance on the transaction date that your statement shows.
- **Cash Advance:** We add this amount to the Cash Advance balance on the transaction date that your statement shows.
- **Overdraft Protection Advance:** We add this amount to the Cash Advance balance on the transaction date that your statement shows.

Fees

- **Balance Transfer Fee:** We add this fee to your Purchase balance on the transaction date that your statement shows.
- **Cash Advance Fee:** We add this fee to your Cash Advance balance on the transaction date that your statement shows.

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Part 4: Making and Processing Payments

1. How much do you need to pay by the Payment Due Date?

Amount You Can Pay at Any Time

You can pay all or part of your Account balance at any time.

Amount You Must Pay By the Payment Due Date

You **must** pay your Minimum Payment by the Payment Due Date. You can find this amount and the date on your billing statement. Your Minimum Payment includes any amount past due plus whichever of the following amounts are greater:

- 1% of the New Balance on your billing statement plus the total we bill you during the Billing Cycle for interest and any of these fees:

- Annual
- Late
- Rush plastic

We round your Minimum Payment amount up to the next highest whole dollar amount.

- \$25.00 or the Account's entire balance if the New Balance is less than \$25.00

In addition, you must pay any amount that is over your Account's Credit Limit. However, we do not include this amount in your Minimum Payment.

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2. How can you make a payment?

You must pay in U.S. dollars with a personal check, money order, or cashier's check that a United States bank issues.

You can either mail your payment to us or pay electronically. If you mail your payment, send it to the address on your billing statement and use the enclosed envelope and payment coupon (if you receive printed statements).

Electronic Conversions

We may convert checks or other paper documents to an electronic transaction. To do so, we follow procedures that the National Automated Clearing House Association establishes. When this step happens, we keep a copy of the check or document you send us and not the original. You can request to receive this copy from us.

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3. Can you use a personal loan to pay your Account?

Yes. You can use a personal loan to make a payment to your Account.

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4. What methods do we not accept for payments?

You cannot use the following methods to pay this Account:

- A Wells Fargo Bank, N.A. credit or loan account, excluding personal loans
- Any Wells Fargo-affiliated company credit or loan account, excluding personal loans
- SUPERCHECKS™

Please note: Do not mail cash. In addition, you cannot pay your Minimum Payment with credits, such as refunds for returned Purchases.

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5. When do we process payments?

How You Make a Payment	When We Credit Payments to Your Account
Mailed payments we receive by 5:00 p.m. at the time zone where we receive it.	The day we receive the payment
Mailed payments we receive after 5:00 p.m. at the time zone where we receive it.	The day after we receive the payment
Electronic payments received through Wells Fargo Online Banking at Wellsfargo.com	The cutoff time that we share with you when you make your payment

Making Payments that Do Not Follow Our Instructions

We may credit your payment up to five days after we receive it if you do not follow our instructions for how to make a payment. Please note: We may choose to hold some of your available Credit Limit until we honor your payment.

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6. How do we apply your payments?

Minimum Payment

Generally, we process your Minimum Payment in the following order:

1. Lower APR balances (such as Purchases)
2. Higher APR balances (such as Cash Advances)

Amounts in Excess of the Minimum Payment

If you pay more than your required Minimum Payment, then we apply the excess first to the higher APR balances and then to lower ones. We do so based on the balances in your last billing statement.

Please note: If we accept payments that are less than the full amount you owe, we do not consider it as a full payment.

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7. When do we post payments to your Account?

We post payments within the Billing Cycle that we receive them from you.

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Part 5: Managing Contact Details and Your Information

1. How may we contact you?

You agree that we have your consent to contact you at any phone number, email address, or mailing address you provide for any Wells Fargo account or at any number that you call us from or at any number that we obtain by other means. If you provided a phone number(s), you agree that you are authorized to provide this phone number(s) and agree to receive calls and text messages from Wells Fargo at this number(s) for all your current and future Wells Fargo products and services. This does not give Wells Fargo permission to call or text you for marketing purposes. Message and data rates may apply. Message frequency varies. Automated systems, including prerecorded or artificial voice may be used.

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2. Can we verify your credit information more than once?

Yes. At any time, we can review any information you provided on your credit application.

This review may include:

- Requesting credit bureau reports
- Verifying your current credit standing
- Verifying your employment, assets, and income records

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3. What additional information can we gather for California residents?

At any time, we can obtain information about you from the California Department of Motor Vehicles. You agree to waive the address confidentiality requirements section of the California Vehicle Code (Section 1808.21).

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4. Can we monitor phone calls you have with us?

Yes. We may monitor and record any phone calls that you have with us.

In addition, we may use voice recognition technology to verify your identity when you call us. We may capture and store your voiceprint for this purpose.

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5. What information can we report about you to consumer reporting agencies?

We may report the following information about you and any additional authorized user to consumer reporting agencies:

- Account history
- Account performance
- Account status
- Account violations
- Agreement terms violations

Disputing Reported Information

• By Mail

You can dispute the accuracy of the information that we report to consumer reporting agencies by writing to us at:

Wells Fargo Bank, N.A

P.O. Box 14517

Des Moines, IA 50306-3517

When contacting us, do the following:

- Describe in detail the information that you believe is not accurate.
- Provide any supporting documents with your dispute.
- Provide us with an identity theft report if you are disputing identity theft.

• By Phone

You can also contact us at the phone number that lists on the back of your card.

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6. What should you do if your contact information changes?

You must promptly contact us if you change any of the contact information you provided us. This information includes your:

- Name
- Mailing address
- Email addresses
- Phone numbers

If you have a joint Account, a notice to one of you serves as a notice to both of you.

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7. When should you inform a merchant about changes to your Credit Card information?

You may choose to give a merchant your Credit Card information to bill your account for recurring payments or to keep it on file for future Purchases or payments. If your Credit Card's number, expiration date, or security code changes, contact the merchant with your new Credit Card information.

Some card networks provide update services and receive updated Credit Card information from Wells Fargo. Merchants that participate in these services will receive updated Credit Card information from the network for credit cards that you have provided them. We cannot tell you which merchant will receive these updates. Some merchants do not subscribe to such network services, so you should always provide each merchant with your new Credit Card information.

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Part 6: Knowing the Account's Legal Terms

1. Can we change this Agreement?

Yes. We may change this Agreement at any time. These changes may apply to existing and future balances. We will notify you ahead of time in writing of any changes, and you will have a right to reject the changes, if the law requires. If you reject changes, we may require you to close your Account or take other actions.

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2. What happens if any part of this Agreement is unenforceable?

If any part of this Agreement is unenforceable, then all the Agreement's other provisions will remain in effect.

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3. Can our Agreement rights change?

No. We may waive or delay enforcing any of our rights without losing them. A court decree for divorce or separation or an out-of-court mutual agreement does not affect any of our rights to enforce this Agreement.

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4. What is this Agreement's governing law?

Federal law and South Dakota laws govern this Agreement and your Account.

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5. Who can assign your Agreement to others?

You may not assign your Account or any of your Agreement obligations.

We may assign your Account and any or all of this Agreement's rights and obligations to a third party.

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6. Dispute Resolution Program: Arbitration Agreement

a. **Binding Arbitration.** You and Wells Fargo Bank, N.A. (the "Bank") Agree that if a Dispute arises between you and the Bank, upon demand by either you or the Bank, the Dispute shall be resolved by the following arbitration process. The foregoing notwithstanding, the Bank shall not initiate an arbitration to collect a consumer debt, but reserves the right to arbitrate all other disputes with its consumer customers. A "Dispute" is any unresolved disagreement between you and the Bank. It includes any disagreement relating in any way to the Card or related services, Accounts, or matters; to your use of any of the Bank's banking locations or facilities; or to any means you may use to access the Bank. It includes claims based on broken promises or contracts, torts, or other wrongful actions. It also includes statutory, common law, and equitable claims. A Dispute also includes any disagreements about the meaning or application of this Arbitration Agreement. This Arbitration Agreement shall survive the payment or closure of your Account. **YOU UNDERSTAND AND AGREE THAT YOU AND THE BANK ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT.** As the sole exception to this Arbitration Agreement, you and the Bank retain the right to

pursue in small claims court any Dispute that is within that court's jurisdiction. If either you or the Bank fails to submit to binding arbitration following lawful demand, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

- b. **Arbitration Procedure; Severability.** Either you or the Bank may submit a Dispute to binding arbitration at any time notwithstanding that a lawsuit or other proceeding has been previously commenced. **NEITHER YOU NOR THE BANK SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** Each arbitration, including the selection of the arbitrator(s), shall be administered by the American Arbitration Association (AAA), or such other administrator as you and the Bank may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as the "Arbitration Administrator"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall control. Arbitrator(s) must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Dispute. You and the Bank (the "Parties") agree that in this relationship: (1) The Parties are participating in transactions involving interstate commerce; and (2) This Arbitration Agreement and any resulting arbitration are governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws of the state of South Dakota. If any of the provisions of this Arbitration Agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and this entire Arbitration Agreement shall be unenforceable.
- c. **Rights Preserved.** This Arbitration Agreement does not prohibit the Parties from exercising any lawful rights or using other available remedies to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or the appointment of a receiver by a court of competent jurisdiction. Any statute of limitations applicable to any Dispute applies to any arbitration between the Parties. The provisions of this Arbitration Agreement shall survive termination, amendment, or expiration of the Card or any other relationship between you and the Bank.

- d. **Fees and Expenses of Arbitration.** Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration you may file. If the applicable law of the state in which you opened your Account limits the amount of fees and expenses to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Bank will pay any costs that are required to be paid by it under the Arbitration Administrator's rules and procedures, and subject to applicable law. If the arbitrator rules in your favor on any claim presented, the Bank will reimburse you for arbitration filing fees you have paid up to \$700.00. Unless applicable law states otherwise, each party will pay their own attorney, expert, and witness fees. This rule applies no matter which party wins arbitration.
- e. **Military Lending Act.** The Arbitration Agreement may not apply to you if you are a covered borrower. Please see The Military Lending Act Notice in the Agreement for more information.

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7. **Your Billing Rights**

Keep This Notice For Future Use. This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake on Your Statement. If you think there is an error on your statement, write to us at:

Wells Fargo Bank, N.A.

P.O. Box 522

Des Moines, IA 50306-0522

In your letter, give us the following information:

- Your name and Account number;
- The date and dollar amount of the suspected error.
- If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You can also contact us at the phone number that lists on the back of your card.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing at the address above. You may notify using other ways (including calling us at the telephone number listed on the front of your statement), but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter.

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.

2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Credit Limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases. If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the Purchase.

To use this right, all of the following must be true:

1. The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the Purchase price must have been more than \$50. (Note: Neither of these are necessary if your Purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the Purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the Purchase.

If all of the criteria above are met and you are still dissatisfied with the Purchase, contact us in writing at:

Wells Fargo Bank, N.A.

P.O. Box 522

Des Moines, IA 50306-0522

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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8. **Active Duty Military Servicemembers and Their Dependents**

The Military Lending Act Notice: Federal Law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the costs of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the cost associated with credit insurance premiums, fees for ancillary products sold in connection with the credit transaction, any application fee charged (other than certain application fees for specified credit transactions or accounts), and any participation fee charged (other than certain participation fees for a credit card account).

You may contact us at 1-844-309-0044 for information about the Military Annual Percentage Rate and a description of your payment obligation.

The Arbitration Agreement does not apply to you if you are covered by the Military Lending Act nor do any provisions that waive any right to legal recourse under any state or federal law to the extent required by the Military Lending Act.

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• **Interpreter Certification**

Interpreter Certification. If you choose to discuss your credit card account with us in Spanish, Chinese, Korean, Vietnamese, or Tagalog, please read the following.

By signing, using or confirming the credit card issued to you, you certify to us that:

- You have discussed the Customer Agreement and Disclosure Statement with your interpreter and have been given the opportunity to discuss and negotiate with us the terms and conditions contained in these documents.
- Your interpreter is at least 18 years old and is fluent in both English and in the language in which you chose to discuss with us the terms and conditions of your credit card Account.
- You understand and agree to the terms and conditions contained in these enclosed documents.

Certificación de Intérprete

Certificación de Intérprete. Si usted opta por conversar sobre su cuenta de tarjeta de crédito con nosotros en español, chino, coreano, vietnamita o tagalo, lea lo siguiente.

Al firmar, utilizar o confirmar la tarjeta de crédito emitida a su nombre, usted certifica ante nosotros que:

- Usted ha analizado el Contrato del Cliente y Declaración de Divulgación con su intérprete, y que usted y su intérprete han tenido la oportunidad de analizar y negociar con nosotros los términos y condiciones contenidos en estos documentos.
- Su intérprete tiene por lo menos 18 años de edad y habla con fluidez tanto en inglés como en el idioma que usted haya

elegido para conversar con nosotros sobre los términos y condiciones de su Cuenta de tarjeta de crédito.

- Usted entiende y está de acuerdo con los términos y condiciones contenidos en estos documentos adjuntos.

口譯員認證

口譯員認證。如果您選擇以西班牙語、中文、韓語、越南語或菲律賓語與我們討論信用卡帳戶相關事宜，請閱讀以下內容。

一旦您簽署、使用或確認核發給您的信用卡，即表示您向我們證明：

- 您已經與您的口譯員討論過《客戶協議》與《披露聲明》，並且有機會與我們討論和協商這些文件中的條款和條件。
- 您的口譯員至少年滿 18 歲，並具有流利的英語能力且深諳您所選與我們討論您的信用卡帳戶條款和條件的語言。
- 您理解並同意遵守所附這些文件中的條款和條件。

통역사 인증

통역사 인증. 통역사 인증. 귀하의 신용카드 계좌에 관한 사항을 스페인어, 중국어, 한국어, 한국어, 베트남어 또는 타갈로그어로 저희와 논의하기로 하신 경우, 다음 사항을 읽어 주십시오

귀하에게 발급된 신용카드에 서명하거나 사용 또는 확인함으로써, 귀하는 저희에게 다음 사항을 증명하게 됩니다.

- 귀하는 귀하의 통역사와 함께 고객 동의서 및 공개 진술서에 관해 논의하였으며 이러한 문서에 포함된 약관을 저희와 논의하고 협상할 기회를 가졌습니다
- 귀하의 통역사는 18세 이상이며 영어뿐만 아니라 귀하가 신용카드 계좌 약관에 관해 저희와 논의할 때 사용하시기로 선택하신 언어에 모두 능통합니다
- 귀하는 첨부된 이러한 문서에 포함된 약관을 이해하였으며 이에 동의합니다

Xác Nhận V# Ng#i Thông D#ch

Xác Nhận v# Thông D#ch Viên. N#u quý khách ch#n th#o lu#n tr#ng m#c th# tín d#ng c#a mình v#i chúng tôi b#ng ti#ng Tây Ban Nha, ti#ng Trung, ti#ng Hàn, ti#ng Vi#t ho#c ti#ng Tagalog, vui lòng đ#c ph#n sau đây.

B#ng vi#c ký, s# d#ng ho#c xác nh#n th# tín d#ng đã c#p cho quý v#, quý v# ch#ng nh#n v#i chúng tôi r#ng:

- Quý v# đã th#o lu#n v#i thông d#ch viên c#a mình v# Th#a Thu#n Khách Hàng và Tuyên B# Ti#t L# Thông Tin và đã có c#

h#i trao đ#i và th##ng l##ng v#i chúng tôi v# các đ#u kho#n và đ#u ki#n nêu trong nh#ng tài li#u này.

- Thông d#ch viên c#a quý v# t#i thi#u 18 tu#i và thông th#o c# ti#ng Anh l#n ngôn ng# mà quý v# đã ch#n s# d#ng đ# th#o lu#n v#i chúng tôi v# các đ#u kho#n và đ#u ki#n liên quan đ#n tr##ng m#c th# tín d#ng c#a quý v#.
- Quý v# hi#u và đ#ng ý v#i các đ#u kho#n và đ#u ki#n đ##c nêu trong nh#ng tài li#u đính kèm này.

Sertipikasyon ng Tagapagsaling-wika

Sertipikasyon ng Tagapagsaling-wika. Kung pipiliin mong talakayin ang iyong credit card account sa amin sa wikang Spanish, Chinese, Korean, Vietnamese, o Tagalog, pakibasa ang sumusunod.

Sa pamamagitan ng paglagda, paggamit o pagkumpirma sa credit card na ibinigay sa iyo, pinatotohanan mo sa amin na:

- Tinalakay mo ang Kasunduan ng Kostumer at ang Pahayag ng Pagsisiwalat sa iyong tagapagsaling-wika at nabigyan ka ng pagkakataong talakayin at makipagkasundo sa amin sa mga tuntunin at kundisyong nilalaman ng mga dokumentong ito.
- Ang iyong tagasaling-wika ay wala pang 18 taong gulang at lubos na marunong sa Ingles at sa wika na napili mo para talakayin sa amin ng mga tuntunin at kundisyon ng iyong credit card Account.
- Nauunawaan at sinasang-ayunan mo ang mga tuntunin at kundisyong nakasaad sa mga nakalakip na dokumentong ito.

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WELLS FARGO CASH BACK VISA SIGNATURE® CARD

Account ending in [REDACTED]

Statement Period 12/03/2024 to 01/02/2025

Page 1 of 3



Wells Fargo Online®: wells Fargo.com
24-hour Customer Service: 1-866-229-6633
We accept all relay calls, including 711
Outside the US call collect: 1-925-825-7600

Send general inquiries to:
Wells Fargo, PO Box 10347, Des Moines IA 50306-0347

Payment

Payment Due Date 01/27/2025
Minimum Payment \$4,574.00
includes Past Due Amount of \$3,953.00
Overlimit Amount \$1,862.13
Total Amount Due \$6,436.13
New Balance \$26,312.13

Late Payment Warning: If we do not receive your Minimum Payment by 01/27/2025, you may have to pay a late fee up to \$40.
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	31 years	\$62,492

If you would like information about credit counseling services, refer to
www.justice.gov/ust/list-credit-counseling-agencies-approved-pursuant-11-usc-111 or call 1-866-484-6322.

Account Summary

Previous Balance	\$25,954.57	Total Credit Limit	\$24,450
- Payments	\$0.00	Total Available Credit	\$0
- Other Credits	\$0.00		
+ Cash Advances	\$0.00		
+ Purchases, Balance Transfers & Other Charges	\$0.00		
+ Fees Charged	\$40.00		
+ Interest Charged	\$317.56		
= New Balance	\$26,312.13		

Important Information

PAST DUE, PLEASE CALL 800-988-8019, VISIT WELLSFARGO.COM OR WF.COM ON MOBILE DEVICES FOR PAYMENT OPTIONS. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE: This is a notice about the terms of your account and is being provided to you for informational purposes only. Our records indicate that your account is in default for failure to make payments due. Unless the past due amount shown on this month's billing statement is received by the end of the present calendar month, immediate payment in full of your account may be required (this is also called "acceleration"). If your account is accelerated, please note that payment in full of your account may become due before the next monthly payment due date that is shown on the billing statement that accompanies this Notice.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued ➔

5596 YKQ 1 7 1 250102 0 FX PAGE 1 of 3 10 5583 2700 C01F 01DP5596

Detach and mail with check payable to Wells Fargo. For faster processing, include your account number on your check.



Account Number [REDACTED]
Payment Due Date 01/27/2025
Minimum Payment \$4,574.00
includes Past Due Amount of \$3,953.00
Overlimit Amount \$1,862.13
Total Amount Due \$6,436.13
New Balance \$26,312.13

Amount Enclosed \$ [REDACTED]

JOHN JEFFREY HANSON
5962 BLUNDEN RD
DUBLIN OH 43016-6726

WELLS FARGO CARD SERVICES
PO BOX 77053
MINNEAPOLIS MN 55480-7753

