STATE OF MICHIGAN

IN THE 51st CIVIL DISTRICT COURT

UHG I, LLC,

Plaintiff/Counter-Defendant

Case No. 22-0173-GC
HON. TODD A. FOX

-vs-

COUNTER CLAIM

BOBBY BODY,

Defendant/Counter-Plaintiff.

/

RICHARD E. STUECKROTH (P84103)
DOBBERSTEIN LAW FIRM
Attorney for Plaintiff
225 S. Executive Dr.
Brookfield WI 53005
(262) 641-3715

LAW OFFICES OF BRIAN P PARKER PC
BRIAN P. PARKER (P48617)
Attorney for Defendant
4301 Orchard Lake Road, #180-208
West Bloomfield MI 48323
(248) 342-9583
brianparker@collectionstopper.com

/

COUNTER PLAINTIFF'S COUNTER COMPLAINT

Counter Plaintiff and Defendant BOBBY BODY, hereinafter referred to as "Plaintiff" or "Counter-Plaintiff," by and through counsel, brings this action against the above UHG I, LLC Counter Defendant ("UHG" or "Defendant") on the grounds and in the amounts set forth herein:

I. PRELIMINARY STATEMENT

UHG I, LLC HAS NO OWNERSHIP, ASSIGNMENT OR CHAIN OF TITLE FROM ANYONE TO COLLECT ON THIS DEBT. The Debt is Located in a Securitized Trust or ABS and UHG can not possess any ownership especially when falsely stating a securitized trust is the Original Creditor at Paragraph 3 and Paragraph 4 of its Complaint. Please see Exhibit 1, Exhibit 2 and Exhibit 3 along with the Defendant UHG lawsuit and Exhibits. Further, Plaintiff has failed to provide any ownership or assignment proof of the debt under ***Midland Funding v Michael Bassett***, Michigan Court of Appeals, No. 338404, April 24, 2018 and ***Brownbark II, LP v. Bay Area Floorcovering & Design Inc. et al***, Michigan Court of Appeals Case No. 296660, May 31, 2011, ***Weston v Dowty***, 163 Mich App 238, 242; 414 NW2d 165 (1987) and ***Unifund CCR Partners v. Nishawn Riley***, Michigan Court of Appeals Case No. 287599, February 18, 2010. **See Exhibit 1 and Plaintiff's Complaint Exhibits showing not coherent or true chain of title and Exhibit 2.**

Further, the Counter Defendant violated 15 USC e(11) by exposing the fact that the Counter Plaintiff is being pursued by a debt collector to a third party *PRIOR TO THE LAWSUIT BEING SERVED by stating in the lawsuit,* "***This is a communication from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose***":

3. Defendant requested an extension of credit from through Consumer Loan Underlying Bond (Club) Certificate Issuer Trust I ("Original Creditor") through Consumer Loan Underlying

This is a communication from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

The Counter Plaintiff brings this action for damages based upon the Defendant's violations of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. 1692 *et seq,* and violations of the Regulation of Michigan Collection Practices Act ("RCPA"), M.C.L. § 445.251 *et seq*, and seeks actual damages, punitive damages, costs, and attorney's fees.

II. PARTIES

1. The Counter Plaintiff is a natural person and consumer as defined by 15 U.S.C. 1692a (3).

2. The Counter Defendant ("UHG") is a debt buyer and debt collector under whose

principal business purpose is the collection of defaulted debts through lawsuits with Dobberstein Law Firm and UHG I is collecting on the debt as a third-party to the owner of the right, title and interest of the debt. In *Barbato v. Greystone Alliance, L.L.C.*, 2019 WL 847920 (3d Cir. Feb. 22, 2019), the Third Circuit held that the debt buyer, Crown Asset Management (Crown), is a debt collector under the "principal purpose" prong, holding that "an entity that otherwise meets the 'principal purpose' definition cannot avoid the dictates of the FDCPA merely by hiring a third party to do its collecting."

3. Congress has unambiguously directed our focus to the time the debt was acquired in determining whether one is acting as a creditor or debt collector under the FDCPA."); *Schlosser v. Fairbanks Capital Corp.*, 323 F.3d 535, 536 (7th Cir. 2003) (noting that "the Act treats assignees as debt collectors if the debt sought to be collected was in default when acquired by the assignee, ***and as creditors if it was not.").***

4. Any debt collector who fails to comply with the provisions of the FDCPA is liable for any actual damages sustained, statutory damages up to $1,000.00, attorney's fees as determined by the Court and costs of this action. 15 U.S.C. 1692k.

III. JURISDICTION AND VENUE

5. This court has subject matter jurisdiction over this Complaint pursuant to the FDCPA, 15 U.S.C. 1692 *et seq.*, 28 U.S.C. 1331 and 28 U.S.C. 1367. The venue is proper in any court of competent jurisdiction under 15 U.S.C. 1692k(d) and in Response to Plaintiff's Complaint.

IV. STATUTORY STRUCTURE
FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)

6. The FDCPA was passed to eliminate abusive debt collection practices by debt collectors, to ensure that those debt collectors who refrain from using abusive debt collection

practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuse. 15 U.S.C. 1692.

7. Under the FDCPA, a consumer is any natural person obligated or allegedly obligated to pay any debt. 15 U.S.C. 1692a (3).

8. Under the FDCPA, a debt means ***any obligation or alleged obligation of a consumer*** to pay money arising out of a transaction in which the money, property, insurance, or services, which are the subject of the transaction, are primarily for personal, family, or household purposes. 15 U.S.C. 1692a (5).

9. Under the FDCPA, a debt collector is any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose for which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due to another. 15 U.S.C. 1692a (6) and 15 U.S.C. 1692a(6)(f)(iii) as the debt was in default when purportedly obtained by Defendant UHG I.

10. Defendant UHG I is a debt buyer and/or debt collector whose primary purpose is the purchase and collection of debts and is not a creditor. 15 U.S.C. 1692a (6).

11. UHG I has no standing as it has no proof of any transfer or assignment of the subject debt from the Original Creditor to the Counter Defendant UHG I as the title history does not mention UHG I as receiving the subject debt.

12. Under 1692a(6),the term "debt collector" means any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

13. ***UHG I is a "debt collector" and collecting on the debt as a third-party to the***

owner of the right, title, and interest of the debt and not within the chain of title in this case. A debt collector like UHG I may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. 15 U.S.C. 1692e and 15 U.S.C. 1692f.

14. Whether a debt collector's actions are false, deceptive, or misleading under § 1692(a)-g is based on whether the "least sophisticated consumer" would be misled by a defendant's actions. *Harvey v. Great Seneca Fin. Corp.*, 453 F.3d 324, 329 (6th Cir. 2006).). This standard ensures "that the FDCPA protects all consumers, the gullible as well as the shrewd." *Kistner v. Law Offices of Michael P. Margelefsky, LLC.*, 518 F.3d 433, 438 (6th Cir).

15. The RCPA mirrors the requirements and remedies of the FDCPA with the same 6th Circuit use of the "least sophisticated consumer" standard. *McKeown v. Mary Jane M. Elliott P.C.*, No. 07–12016–BC, 2007 WL 4326825, at *5 (E.D.Mich. Dec. 10, 2007) (citing *Hubbard v. Nat'l Bond and Collection Assocs., Inc.*, 126 B.R. 422, 426 (D.Del.1991)) held that "§ 445.252(e) applies to Defendant, its analysis is similar to that under § 1692e of the FDCPA, both of which bar misleading and deceptive communications... Considering the similarity between 15 U.S.C. § 1692e and these causes of action, it appears appropriate to view Plaintiff's claims under the same "least sophisticated consumer" standard.

16. The RCPA prohibits debt collectors from using deceptive, coercive, threatening, abusive, and other repugnant practices for the purpose of collecting a consumer debt. "The RPCA mirrors the requirements and remedies of the FDCPA with the same 6th Circuit use of the "least sophisticated consumer" standard of *Kistner*, 518 F.3d at 441. *McKeown v. Mary Jane M. Elliott P.C.*, No. 07–12016–BC, 2007 WL 4326825, at *5 (E.D.Mich. Dec. 10, 2007) (citing *Hubbard v. Nat'l Bond and Collection Assocs., Inc.*, 126 B.R. 422, 426 (D.Del.1991)).

17. Defendant is a regulated agency under the RCPA. See *Misleh* v *Timothy E. Baxter*

& Associates, 786 F Supp. 2d 1330(E.D. Mich 2011; *Newman v. Trott & Trott, PC*, 889 F. Supp. 2d 948 - Dist. Court, ED Michigan 2012; *Baker v. Residential Funding Co.*, LLC, 886 F. Supp. 2d 591 - Dist. Court, ED Michigan 2012.

18. "Person" means an individual, sole proprietorship, partnership, association, or corporation. Defendants are regulated persons under § 445.251(g)(xi). Defendants are violating the following RCPA subsections:

19. **445.252 Prohibited acts.**

(a) Communicating with a debtor in a misleading or deceptive manner, such as using the stationery of an attorney or credit bureau unless the regulated person is an attorney or is a credit bureau and it is disclosed that it is the collection department of the credit bureau; and

(b) Using forms that may otherwise induce the belief that they have judicial or official sanction.

(e) Making an inaccurate, misleading, untrue, or deceptive statement or claim in a communication to collect a debt or concealing or not revealing the purpose of a communication when it is made in connection with collecting a debt; and

(f) Misrepresenting in a communication with a debtor 1 or more of the following:

(i) The legal status of a legal action being taken or threatened.

(ii) The legal rights of the creditor or debtor.

(iii) That the nonpayment of a debt will result in the debtor's arrest or imprisonment, or the seizure, garnishment, attachment, or sale of the debtor's property; and

(m) Bringing to public notice that the consumer is a debtor, except with respect to a legal proceeding which is instituted.

(n) Using a harassing, oppressive, or abusive method to collect a debt

(q) Failing to implement a procedure designed to prevent a violation by an employee.

20. Any debt collector like UHG I who fails to comply with the provisions of the FDCPA is liable for any actual damages sustained, statutory damages up to $1,000.00, attorney's fees as determined by the Court and costs of this action. 15 U.S.C. 1692k.

V. MICHIGAN ASSIGNMENT CASE LAW

21. Plaintiff incorporates previous paragraphs and exhibits from 1-21.

22. To constitute a valid assignment there must be a perfected transaction between the parties which is intended to vest in the assignee a present right in the thing assigned. *Weston v Dowty*, 163 Mich App 238, 242; 414 NW2d 165 (1987).

23. A specific assignment, or affidavit supporting a specific assignment, should be supplied that refers to the specific account number. It should also be signed and notarized by the original creditor. The Court of Appeals stated that Michigan's statute of frauds still requires that an assignment of debt be in writing and signed with an authorized signature by the party to be charged with the agreement, contract, or promise. *Brownbark II LP v. Bay Area Floorcovering & Design Inc.* et al, Michigan Court of Appeals Case No. 296660, Decided May 31, 2011. **Please see Exhibit 2**.

24. Because the assignment occurred through the contract, absent evidence of the contract showing the specific assignment from the Original Lender to the UHG I Plaintiff specific to Mr. Body, the State and local court pleading containing UHG I's bare assertion of the assignment is insufficient to establish factual support for plaintiff's claim that it acquired defendant's account by assignment. See *Unifund CCR Partners v. Nishawn Riley*, Michigan Court of Appeals Case No. 287599, February 18, 2010.

25. *Midland Funding, LLC v Michael Bassett*, No. 338404, **April 24, 2018** laid out what a debt buyer or collector like UHG I needs to prove a proper chain of title. "The bill of sale and assignment of loans between FIA Card Services, N.A. and Asset Acceptance, LLC contain no specific identifying information regarding individual debtors."

26. Defendant UHG I is in violation of the "*Bassett Rule*" for failure to provide

SPECIFIC proof of the SPECIFIC assignment and chain of title from the original creditor to UHG I by FALSELY CLAIMING AN ORIGINAL CREDITOR CREATED THE DEBT WHEN PARAGRAPH 3 AND PARAGRAPH 4 OF THE UHG COMPLAINT IS FALSE IN THAT:

the lawsuit at Paragraph #3 and Paragraph #4 falsely claims an ABS is the "original creditor" or "lender":

3. Defendant requested an extension of credit from through Consumer Loan Underlying Bond (Club) Certificate Issuer Trust I ("Original Creditor") through Consumer Loan Underlying

This is a communication from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

Bond (Club) Certificate Issuer Trust I (serviced by Lending Club), a licensed Credit Services Organization on an installment loan ("Account Agreement"), specifically account number ending in 3618, and by use of the Account, Defendant became bound by the terms in the Loan & Security Agreement, copies of which are attached hereto as **Exhibit 1**.

4. Consumer Loan Underlying Bond (Club) Certificate Issuer Trust I (serviced by Lending Club) assigned all its rights in and to UHG I LLC on 03/26/2020 as evidenced by the Bill of Sale attached hereto as **Exhibit 2.**

Contrary to Plaintiff's Paragraph 3 and Paragraph 4, the Complaint **Exhibit 1** at Plaintiff's complaint states the loan is from the ***Original Creditor***, WebBank, See:

Borrower Agreement

EXHIBIT 1

(April 2019)

The following Borrower Agreement ("Agreement") is between you ("you" and "your" mean each and every borrower, including any joint applicant/co-borrower) and WebBank, a Utah-chartered industrial bank ("we," or "us"). This Agreement governs the process by which you may make a request or requests for a loan from us through the website Lendingclub.com, including any subdomains thereof, or other application channels offered by us (collectively, the "Site") and operated by LendingClub Corporation ("LendingClub"). If you make a loan request, and if that request results in a loan that is approved and funded by us, then your loan will be governed by the terms of the Loan Agreement and Promissory Note, which is attached to this Agreement as Exhibit A, and as it may be revised from time to time. The version in effect when you make a loan request will apply to any loan made in response to that request, and any secondary loan would be governed by the terms of the document then in effect. This Agreement will remain in effect for the applicable loan, and will terminate if your loan request is cancelled, withdrawn, or declined.

This is a copy of an authentic

Exhibit A
LOAN AGREEMENT AND PROMISSORY NOTE
Borrower Member ID: _____

Joint Applicant/Co-Borrower Member ID: _____

$_____

_____, 20_

For value received, I (referred to herein as "Borrower" which for purposes of this Loan Agreement and Promissory Note (the "Note") includes all parties obligated hereunder, including any joint applicant/co-borrower) promise to pay to the order of WebBank or any subsequent holder ("you" or "Lender") of this Note the principal sum of _____ ($_____) Dollars with interest as set forth below. Borrower intends to be legally bound by this Note. Borrower has read, understood, and agreed to all of the terms of this Note.

Interest Rate. This Note bears interest during each calendar month from the date hereof until paid in full, at a fixed rate of _____ (%) per annum.

COPY

27. In this case, Defendant is showing many transfer documents to prove Plaintiff is obligated on a debt for which UHG was never assigned from the false Original Creditor to Counter Defendant UHG I in UHG I's complaint and no proof of a signed contract between the parties that can be breached. **Please see Exhibit 1 and the UHG I complaint**.

VI. FACTUAL ALLEGATIONS

28. There is no proof of an assignment from the original lender to UHG I here and therefore, UHG I is suing the Defendant with no standing. **Plaintiff Re-Alleges the facts at Allegations 1-30 above**. Further, Defendant has failed to provide any ownership or assignment proof of the debt under ***Midland Funding v Michael Bassett***, Michigan Court of Appeals, No. 338404, April 24, 2018 and ***Brownbark II, LP v. Bay Area Floorcovering & Design Inc. et al***, Michigan Court of Appeals Case No. 296660, May 31, 2011,***Weston v Dowty***, 163 Mich App 238, 242; 414 NW2d 165 (1987) and ***Unifund CCR Partners v. Nishawn Riley***, Michigan Court of Appeals Case No. 287599, February 18, 2010. **Please see Exhibit 2-5**.

29. The Counter-Plaintiff's private debt information was published and provided to the Process Server in this case and Counter-Plaintiff is being sued on this debt by a debt collector

and collection agency alleging it is owed a debt with no proof. UHG I is suing the Counter-Plaintiff in violation of the FDCPA at 15 U.S.C. 1692c(b).

30. UHG I has violated 15 U.S.C. 1692e and 1692e (5) and 1692g that specifically prohibits "The threat to take any action that cannot legally be taken or that is not intended to be taken" by suing Plaintiff on a debt he did not owe to UHG I and the mandatory requirement that a debt collector must advise a debtor of the name of the creditor.

31. UHG I violated 15 USC 1692e(11) by exposing the private debt information of Plaintiff to a third party and the fact that Plaintiff was being pursued by a debt collector PRIOR TO THE LAWSUIT BEING SERVED with the mini-Miranda on every page of the pleading and the summons. **Please see Exhibit 1 and UHG's lawsuit that states the mini-Miranda on every page**:

3. Defendant requested an extension of credit from through Consumer Loan Underlying Bond (Club) Certificate Issuer Trust I ("Original Creditor") through Consumer Loan Underlying

This is a communication from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

32. As a result of Counter Defendant's wrongful conduct and suing the Plaintiff for a debt Mr. Body does not owe to UHG I as the debt is in a Securitized Trust or ABS, Counter Plaintiff has suffered statutory, actual, emotional, and financial damages and seeks his attorney fees and costs under the FDCPA and RCPA. **Please see the Counter-Plaintiff's Affidavit at Exhibit 1 and Exhibit 2 and Exhibit 3**.

33. Counter Plaintiff seeks judgment against the Counter Defendant in whatever amount that Counter Plaintiff is entitled to including consequential damages and the costs and expenses of this action.

VII. CAUSES OF ACTION

CLAIM AGAINST COUNTER DEFENDANT UHG I UNDER THE FDCPA

35. Plaintiff reallege the above paragraphs and exhibits at 1-34. **Please see Exhibits 1 - 3.**

36. Defendant violated 15 U.S.C. 1692e with the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer as mentioned above. **Exhibit 1 and Counter Defendant's Complaint.**

37. Defendant violated 15 U.S.C. 1692e(2)(A) and (B) by making false representations about the character, amount, and legal status of the debt and without itemization of the debt. **See Plaintiff Complaint at Paragraph 3 and Paragraph 4 regarding the false Original Creditor claim and Exhibit 1, 2 and 3.**

38. Defendant violated 15 U.S.C. 1692e (5) by suing on a debt that UHG I does not own, Mr. Body did not sign and a contract that does not exist and further and because of the aforementioned facts above with the Exhibits, UHG I has no standing to sue upon. **Please see Exhibit 1 and Counter Defendant's Complaint.**

39. Defendant violated 15 U.S.C. 1692c(b) and 15 U.S.C. 1692e(11) by providing the Process Server all of the personal and private collection information of Plaintiff to it as a third party from a debt collector. **Please see Exhibit 1.**

40. Defendant violated 15 U.S.C. 1692e (10) with allegations that are false regarding the proof attached to the lawsuit against Counter Plaintiff in that there is no chain of title or assignment showing ownership by UHG I and Defendant is misrepresenting that it owns the debt. **Please see Exhibit 1 and Counter Defendant's Complaint.**

41. As a result of Counter Defendant's wrongful conduct, Counter Plaintiff has suffered statutory, actual, emotional, and financial damages plus consequential damages and seeks his attorney fees and costs under the FDCPA.

VIII. CLAIM AGAINST COUNTER DEFENDANT UHG I UNDER THE MICHIGAN COLLECTION PRACTICES ACT (RCPA)

42. Counter Defendant has violated MCLA 445.252 in the following ways:

a. Defendant violated MCLA 445.252(a) with the use of false representations and deceptive means in its suit of Counter Plaintiff. See **Exhibits 1-3 above**. There is no chain of title for the SPECIFIC DEBT to UHG I.

b. Defendant violated MCLA 445.252(n) by using a harassing, oppressive or abusive method to collect on a debt.

c. Defendant violated MCLA 445.252(q) by failing to implement a procedure designed to prevent a violation by an employee.

d. Defendant violated MCLA 445.252(e) by making an inaccurate, misleading, untrue, or deceptive statement or claim in a communication to collect a debt.

e. Defendant violated MCLA 445.252(f) by Misrepresenting in a communication with a debtor any of the following:

(i) The legal status of a legal action being taken or threatened.
(ii) The legal rights of the creditor or debtor.

43. Because of Defendant's wrongful conduct, Counter Plaintiff has suffered statutory, actual, emotional, and financial damages and seeks his attorney fees and costs under the RCPA.

44. Because of the actions of Defendant, Counter Plaintiff hired the undersigned

counsel. Counsel has been an attorney in good standing for 29 years and has handled thousands of consumer cases, personally. Counsel is known in his field as a consumer advocate and a competent, experienced consumer trial attorney. As a result, counsel's time is billed at the reasonable rate of $450.00 an hour.

45. Counter Plaintiff seeks judgment against the Counter Defendant in whatever amount that Counter Plaintiff are entitled to plus statutory, actual, and consequential damages and the costs and expenses of this action.

X. PRAYER FOR RELIEF

WHEREFORE, Counter Plaintiff BOBBY BODY cites the above allegations and prays that the Court grants the following Relief against the Counter Defendant UHG I:

1. For compensatory damages under the FDCPA.
2. For statutory and emotional damages under the FDCPA and RCPA.
3. For attorneys' fees and costs incurred in this action under the FDCPA and RCPA.
4. For Triple Damages under the RCPA, and
5. For such other and further Relief as the Court may deem just and proper.

THE LAW OFFICES OF BRIAN P. PARKER, PC

/s/Brian P. Parker
Brian P. Parker (P48617)
Attorney for Defendant/Counter-Plaintiff
4301 Orchard Lake Road, #180-208
West Bloomfield, MI 48323

Dated: February 10, 2023

EXHIBIT #1

AFFIDAVIT OF BOBBY BODY

STATE OF MICHIGAN)

COUNTY OF OAKLAND) *

Pursuant to 28 U.S.C § 1746, BOBBY BODY having been duly sworn and upon oath, verifies, certifies, and declares as follows:

1. I am being sued by UHG I, LLC, LLC in the 51st District Court through their attorneys and their law firm, Dobberstein Law Firm at case number 23-0173-GC.
2. I have reviewed the complaint and the paperwork attached to the lawsuit and I see no paperwork that is in my name showing I owe the debt to UHG and there is no proof UHG owns this specific debt.
3. The lawsuit at Paragraph #3 and Paragraph #4 states who they say the loan came from as the "original creditor" or "lender":

> 3. Defendant requested an extension of credit from through Consumer Loan Underlying Bond (Club) Certificate Issuer Trust I ("Original Creditor") through Consumer Loan Underlying
>
> *This is a communication from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.*
>
> Bond (Club) Certificate Issuer Trust I (serviced by Lending Club), a licensed Credit Services Organization on an installment loan ("Account Agreement"), specifically account number ending in 3618, and by use of the Account, Defendant became bound by the terms in the Loan & Security Agreement, copies of which are attached hereto as **Exhibit 1**.
>
> 4. Consumer Loan Underlying Bond (Club) Certificate Issuer Trust I (serviced by Lending Club) assigned all its rights in and to UHG I LLC on 03/26/2020 as evidenced by the Bill of Sale attached hereto as **Exhibit 2.**

4. I have looked at Complaint **Exhibit 1** of Plaintiff's complaint. The loan appears to from the Original Creditor, WebBank, See:

Borrower Agreement

EXHIBIT 1

(April 2019)

The following Borrower Agreement ("Agreement") is between you ("you" and "your" mean each and every borrower, including any joint applicant/co-borrower) and WebBank, a Utah-chartered industrial bank ("we," or "us"). This Agreement governs the process by which you may make a request or requests for a loan from us through the website Lendingclub.com, including any subdomains thereof, or other application channels offered by us (collectively, the "Site") and operated by LendingClub Corporation ("LendingClub"). If you make a loan request, and if that request results in a loan that is approved and funded by us, then your loan will be governed by the terms of the Loan Agreement and Promissory Note, which is attached to this Agreement as Exhibit A, and as it may be revised from time to time. The version in effect when you make a loan request will apply to any loan made in response to that request, and any secondary loan would be governed by the terms of the document then in effect. This Agreement will remain in effect for the applicable loan, and will terminate if your loan request is cancelled, withdrawn, or declined.

This is a copy of an authentic

Exhibit A

LOAN AGREEMENT AND PROMISSORY NOTE

Borrower Member ID: _____

Joint Applicant/Co-Borrower Member ID: _____

$_____

_____, 20__

For value received, I (referred to herein as "Borrower" which for purposes of this Loan Agreement and Promissory Note (the "Note") includes all parties obligated hereunder, including any joint applicant/co-borrower) promise to pay to the order of WebBank or any subsequent holder ("you" or "Lender") of this Note the principal sum of _____ ($_____) Dollars with interest as set forth below. Borrower intends to be legally bound by this Note. Borrower has read, understood, and agreed to all of the terms of this Note.

Interest Rate. This Note bears interest during each calendar month from the date hereof until paid in full, at a fixed rate of _____ (%) per annum.

5. I have looked at the Bill of Sale at their Complaint **Exhibit 2**. It says nothing about WebBank or even Consumer Loan Underlying Bond (Club) Certificate Issuer Trust I ("Original Creditor") being an original creditor.
6. WebBank is not in the Bill of Sale at Complaint **Exhibit 2** though they are the lender in the Loan Application attached to the lawsuit at their Complaint **Exhibit 1**.
7. There would need to be an assignment from WebBank to Consumer Loan Underlying Bond (Club) Certificate Issuer Trust I for it to pass on the loan as an "original creditor." No Assignment exists here.
8. I have no idea who the companies, trusts or entities are that mentioned in Paragraph 3 and Paragraph 4 of the complaint are or why UHG says those companies are the original creditor or in the chain of title.
9. A review of Plaintiff's Bill of Sale at Complaint **Exhibit 2** shows mention of an Account Purchase Agreement -Forward Flow dated as of October 21, 2019 that the Bill of Sale is

based upon, yet no Account Purchase Agreement is attached though the mutual covenants and conditions set forth in the Agreement are part of the Bill of Sale. See:

BILL OF SALE

LendingClub Corporation, a Delaware corporation ("**LendingClub**") and UHG I LLC, a Delaware limited liability company ("**Buyer**") executed an Account Purchase Agreement – Forward Flow dated as of October 21, 2019 ("**Agreement**"). The terms of the Agreement will govern this Bill of Sale and any capitalized but undefined terms herein will have the meanings given to such terms in the Agreement.

For value received and in further consideration of the mutual covenants and conditions set forth in the Agreement, the Investors referenced in the data file named lot20-304_LendingClub_FinalData.xlsx hereby transfer(s), sell(s), conveys(s), grant(s), and deliver(s) to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Accounts as set forth in the Account Schedule attached hereto as Exhibit I delivered by Seller to Buyer on the Closing Date, and as further described in the Agreement.

Pursuant to the Agreement, on March 26, 2020, the Closing Date, each Investor will sell (or cause to be sold) a pool of Accounts held by such Investors and described in the Account Schedule attached to this Bill of Sale;

LendingClub represents and warrants that each of the undersigned Investors (other than LendingClub, where LendingClub is the Investor) has executed a limited power of attorney between such Investor and LendingClub wherein a designated power is for LendingClub to act as attorney-in-fact for such Investor and to execute this Bill of Sale on behalf of such Investor and take any action and execute any instruments or documents that LendingClub may deem reasonably necessary or advisable in connection with the transfers contemplated thereby.

Lot Number: Lot 20-304

Total Unpaid Balance: [redacted]

Number of Accounts: [redacted]

DATED: March 26, 2020

SELLER: LC Trust I

10. The Bill of Sale above sates there is a "data file named lot20-304_LendingClub_Final Data.zlsx" but no data file exists or is attached to the lawsuit.
11. The Bill of Sale above states that an Account Schedule with a pool of Accounts is attached at Exhibit 1 but there is no Exhibit 1.
12. Companies attached to Complaint **Exhibit 2** show no assignments to or from each other and there is no explanation why all those entities are in the Chain of Title of ownership especially when WebBank is the original creditor on Complaint **Exhibit 1**.
13. I do not know who the following entities from Complaint **Exhibit 2** are or why they lay claim to the debt in this lawsuit:

DATED: March 26, 2020

SELLER: LC Trust I

By: LENDINGCLUB CORPORATION, as Administrator

By: Brandon Pace
DocuSigned by:
6C566A6E410C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: LendingClub Corporation

By: Brandon Pace
DocuSigned by:
6C566A6E410C417...

Name (print): Brandon Pace
Title: General Counsel

No Assists + Signatures notarized

No

SELLER: 590 Consumer Lending Corp, LLC

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
8CF68A8E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: ACL Consumer Loan Trust III

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: ACL Consumer Loan Trust IV

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
8CF68A8E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: Arcadia Receivables Credit Trust 2017-1

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
8CF68A8E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: ARCADIA RECEIVABLES CREDIT TRUST 2018-1

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
8CF68A8E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: Banco Popular de Puerto Rico

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
8CF68A8E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: Banco Popular North America

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: BankNewport

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: BULLION INVESTMENTS LIMITED PARTNERSHIP

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: CONGRESSIONAL BANK

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: Consumer Lending Receivables Trust 2016-A

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: Consumer Lending Receivables Trust 2016-B

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: Consumer Loan Underlying Bond (Club) Certificate Issuer Trust I

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
DocuSigned by:
0CF66A0E410C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: Consumer Loan Underlying Bond (Club) Certificate Issuer Trust I Series 2019-SLCT1

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
DocuSigned by:
0CF66A0E410C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: CONSUMER LOAN UNDERLYING BOND (CLUB) GRANTOR TRUST 2017-NP1

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
DocuSigned by:
6CF66A0E410C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: CONSUMER LOAN UNDERLYING BOND (CLUB) GRANTOR TRUST 2017-NP2

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
DocuSigned by:
6CF66A0E410C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: Consumer Loan Underlying Bond (CLUB) Grantor Trust 2017-P1

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
DocuSigned by:
6CF66A0E410C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: CONSUMER LOAN UNDERLYING BOND (CLUB) GRANTOR TRUST 2017-P2

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
DocuSigned by:
6CF66A0E410C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: CONSUMER LOAN UNDERLYING BOND (CLUB) GRANTOR TRUST 2018-NP1

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
6CF66A6E4486417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: CONSUMER LOAN UNDERLYING BOND (CLUB) GRANTOR TRUST 2018-P1

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
6CF66A6E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: CONSUMER LOAN UNDERLYING BOND (CLUB) GRANTOR TRUST 2018-P2

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
6CF66A6E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: CONSUMER LOAN UNDERLYING BOND (CLUB) GRANTOR TRUST 2018-P3

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
6CF66A6E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: CONSUMER LOAN UNDERLYING BOND (CLUB) GRANTOR TRUST 2019-P2

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
6CF66A6E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: CONSUMER UNDERLYING BOND SECURITIZATION, SERIES 2018-1 GRANTOR TRUST

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: COPPER CANYON TRUST

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: Crescent Sky Lending Facility -1 LLC

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: CresCom Bank

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: Denali State Bank

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: DL INVESTMENT SARL, ACTING ON BEHALF COMPARTMENT MOONSTONE 2

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: DL Investment Sarl, Compartment Moonstone 1

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: Edge Focus High Yield Fund, LP

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: Elkhorn Valley Bank & Trust STD

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: Farmers Bank

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: Flagstar Bank FSB

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: FRANKLIN INVESTORS SECURITIES TRUST - FRANKLIN LOW DURATION TOTAL RETURN FUND

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: GOLDEN CAPS TRUST

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF68A6E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: HALMAN-ALDUBI I2P1ST, LIMITED PARTNERSHIP

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF68A6E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: HCG Consumer Credit II Trust

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF68A6E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: HCG CONSUMER CREDIT IV, LLC

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF68A6E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: HCG CONSUMER CREDIT V TRUST

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF68A6E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: IBI Consumer Credit, LP

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF68A6E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: ILA CAPITAL TRUST

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
6GF68A6E419C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: INCLINE FUND II TRUST

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
6GF68A6E419C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: JLCL

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
6GF68A6E419C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: KOOKMIN BANK AS TRUSTEE OF HANWHA CONSUMER CREDIT PRIVATE FUND 1

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
6GF68A6E419C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: LENDINGCLUB ISSUANCE GRANTOR TRUST, SERIES 2016-NP2

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
6GF68A6E419C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: LendingClub Receivables Trust

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: Brandon Pace
6GF68A6E419C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: LGI SPV I

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
8CF66A9E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: MPLI CAPITAL HOLDINGS

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: Murray Hill Grantor Trust 2016-LC1

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: NBSF 2018-2,acting solely with respect to NBSF 2018-2, SERIES 2018-1

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
8CF66A9E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: North Easton Savings Bank

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
8CF66A9E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: PAGAYA AI DEBT SELECTION GRANTOR TRUST 2019-1

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: PAGAYA AI DEBT SELECTION GRANTOR TRUST 2019-3

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF65A8E410C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: PAGAYA FUND BY MEITAV DASH, LP

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF65A8E410C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: Pagaya Optimum, Limited Partnership

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF65A8E410C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: Peach State Bank & Trust

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF65A8E410C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: Poise Lending Fund SPV I, LLC

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF65A8E410C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: Prime Meridian Income Fund, LP

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF65A8E410C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: Providence Bank

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
8CF66ABE410C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: QPL-LC TRUST

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
8CF66ABE410C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: Rivernorth Specialty Finance LLC

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
8CF66ABE410C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: SALLIE MAE BANK

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
8CF66ABE410C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: The Bryn Mawr Trust Company

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
8CF66ABE410C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: THEOREM MAIN FUND TRUST I

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
8CF66ABE410C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: Theorem Main Master Fund LP

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF66A6E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: Theorem Main Master Fund LP Prime Select 2

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF66A6E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: Theorem Prime+ Loan Trust I

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF66A6E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: UMB Bank National Association not in its individual capacity but solely as trustee for CL II Trust

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF66A6E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: Union Bank & Trust

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF66A6E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: WebBank

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF66A6E410C417...
Name (print): Brandon Pace
Title: General Counsel

SELLER: Webster Bank, N.A.

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF68A6E440C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: Wilmington Savings Fund Society FSB D/B/A Christiana Trust Ttee of Alternative Lending Holdings Trust

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF68A6E440C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: WILMINGTON SAVINGS FUND SOCIETY FSB Trustee of ALTERNATIVE LENDING HOLDINGS TRUST V

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF68A6E440C417...

Name (print): Brandon Pace
Title: General Counsel

SELLER: WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST Trustee of ALTERNATIVE LENDING HOLDINGS TRUST

By: LENDINGCLUB CORPORATION, as attorney-in-fact

By: DocuSigned by: Brandon Pace
6CF68A6E440C417...

Name (print): Brandon Pace
Title: General Counsel

14. There is nothing in Complaint **Exhibit 2** showing any assignment by the Original Creditor to Plaintiff UHG.
15. I do not know who the Signor of all the entities, Brandon Pace is or why nothing is dated or notarized in the all of the above entity signings.
16. There are no assignments between any of these entities showing the SPECIFIC loan at issue passing on or being assigned.
17. In the lawsuit, UHG states that this is an Account Stated claim, but I have not made a payment to UHG or have an Agreement to pay them as appears to be stated in the complaint.

18. The lawsuit states it is a Breach of Contract claim but there is no signed contract and no evidence UHG was part of any contract or took an assignment of the SPECIFIC contract from the Original Creditor.
19. This lawsuit is a mess in claiming unknown entities are lenders or original creditors even though UHG's own documents state Web Bank is the original creditor on the UHG paperwork attached to the lawsuit at Complaint **Exhibit 1**.
20. Again, the action is disputed, and I am answering to prevent further damage to my reputation this complaint is causing me on a public record.
21. The debt collector, Dobbertstein Law placed the following words on the:

This is a communication from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

This is appearing on every page of the lawsuit that the process server was able to view and was wrongfully notified of the fact I was being pursued for the collection of a debt.

22. This exposure of that debt collection pursuit and my private debt information was all done by UHG and the Dobberstein Law firm without my consent.
23. I do not owe this debt to UHG as stated in their lawsuit and they are causing harm to my financial reputation and a lot of stress with the lawsuit and their spreading my private information to third parties.
24. I am on a full disability from injuries I suffered in a war oversees and this lawsuit adds stress to my ability to treat my illness and avoid further anxiety.

Bob Body

BOBBY BODY

DATED: 02/09/2023

EXHIBIT #2

WELTMAN, WEINBERG & REIS Co., LPA

Consumer Collections

A Single Solution for All Your Consumer Collection Matters

Michigan Courts Increase Requirements of Proof of Assignment in Debt Buyer Cases

August 02, 2011 | Jeffrey K. Bearss, Esq.

On May 31, 2011 the Michigan Court of Appeals released a decision that will have immediate impact upon our clients, particularly our debt buyer clients. The case describes the level of proof needed to prove the assignment in debt buyer cases. The case is **Brownbark II LP v. Bay Area Floorcovering & Design Inc. et al**, Michigan Court of Appeals Case No. 296660, Decided May 31, 2011. Plaintiff debt buyer appealed the trial court's denial of judgment. The trial court determined that the debt buyer failed to establish both the existence of a valid assignment of the defaulted loan at issue and its damages with reasonable certainty. The Court of Appeals concluded that the evidence presented at trial was insufficient to establish a valid assignment of the defaulted loan, and affirmed the dismissal of the case.

This action centers around a small business loan obtained by defendant Bay Area Floorcovering & Design from a bank. In December 2007, plaintiff Brown Bark II, L.C. purchased a block of loans from the bank, including the loan at issue here.

Plaintiff commenced suit, alleging that it was entitled to recover the money owed on the loan as the assignee of the loan. To prove its assignee status, plaintiff relied on a half-page document, an allonge, which was a general assignment of a block of loans, without any specific reference to any specific account number or specific sum owed. Nor was it signed or notarized.

The Court of Appeals stated that Michigan's statute of frauds still requires that an assignment of debt be in writing and signed with an authorized signature by the party to be charged with the agreement, contract, or promise.[1]

The Michigan Court of Appeals also stated that while the allonge was presented as evidence at trial, it was not attached to the note; nor did plaintiff introduce the agreement referenced in the allonge as evidence, citing privilege as its reason for failing to do so. Because the trial court did not have an opportunity to review the referenced agreement, and consequently could not determine what limitations might exist, the trial court could not conclude that the half-page general assignment constituted documentation of the bank's intent to transfer all of its rights related to the specific defaulted loan without any power of revocation. In addition, plaintiff's representative conceded that the person who purportedly signed the allonge on behalf of the bank was actually an employee of the debt buyer's affiliate. The appellate court held that the Plaintiff presented no evidence, either of an actual signed power of attorney or testimony by a representative of the bank, to support the assertion that plaintiff's representative had been authorized to act as an attorney-in-fact on the bank's behalf. In light of the foregoing facts, the Court of Appeals affirmed the dismissal of the case due to failure to prove the existence of a valid assignment at the trial.

For our debt buyer clients, there is now an increased level of proof of the assignment. The general contract, or batch assignment agreement, is no longer sufficient. A specific assignment, or affidavit supporting a specific assignment, should be supplied that refers to the specific account number. It should also be signed and notarized by the original creditor.

[1]MCL 566.132(f).

Firm News

- Weltman, Weinberg & Reis Co., LPA Shareholder Keri P. Ebeck Receives American Legal & Financial Network's "JPEG: Picture the Future" Award
- Weltman, Weinberg & Reis Co., LPA Welcomes Attorney Kevin J. Cummings
- Weltman, Weinberg & Reis Co., LPA Shareholder Keri P. Ebeck Elected Secretary of the Allegheny County Bar Association's Bankruptcy and Commercial Law Section
- Weltman, Weinberg & Reis Co., LPA Attorney Christopher B. Best Elected to Board of Directors for the Michigan Creditors Bar Association
- Weltman, Weinberg & Reis Co., LPA Attorney Benjamin N. Hoen Admitted to the State Bar of Michigan

WELTMAN, WEINBERG & REIS Co., LPA

Jeffrey K. Bearss

- At a Glance
- Credentials
- Affiliations

- Publications & Presentations

Jeffrey K. Bearss practices in Consumer Collections, assisting the Credit Union and Subrogation Practice Groups. He is based in the firm's Detroit, Michigan office. Mr. Bearss earned his J.D. from the University of Detroit Mercy School of Law, and a B.A. in political science from Michigan State University. He is licensed in Michigan and the U.S. District Court for the Eastern District of Michigan, the Sixth Circuit Court of Appeals, and the U.S. Supreme Court. He is a member of the State Bar of Michigan and the Knights of Columbus.

Practice Areas:

Consumer Collections
- Credit Union Group
- Subrogation Group

Bar Admissions:

Michigan (1988)
Sixth Circuit Court of Appeals (1989)
U.S. District Court for the Eastern District of Michigan (1989)
U.S. Supreme Court (1992)

Education:

J.D., University of Detroit Mercy School of Law (1988)
B.A., Political Science, Michigan State University (1985)

Professional Affiliations:

State Bar of Michigan

Community Involvement:

Knights of Columbus: Member

Alerts:

July 07, 2014
Beware of Hidden Fees in Health Insurance Contracts

February 24, 2015
A Checklist to Increase Recoveries in Insurance Subrogation Cases in Michigan

December 20, 2012
Arbitration Clauses in Nursing Home Contracts: Are They Hurting More Than Helping?

Insights:

November 2, 2015
What Constitutes Actual or Constructive Knowledge of a Defective Pole?

December 16, 2013

New Michigan Utility Shut Off Statutes: What You Need to Know

May 27, 2013
Statute of Limitations in Utility Collection Cases: Protecting Receivables

Jeffrey K. Bearss

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Detroit
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Email: jbearss@weltman.com

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EXHIBIT #3

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES AND EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2021

Commission File Number: 001-36771

LendingClub Corporation

(Exact name of registrant as specified in its charter)

Delaware	**51-0605731**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

595 Market Street, Suite 200,
San Francisco, CA 94105
(Address of principal executive offices and zip code)

(415) 632-5600
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class:	Trading Symbol	Name of each exchange on which registered:
Common Stock, par value $0.01 per share	LC	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

Acquired PCD loans were as follows:

	December 31, 2021
Purchase price	$ 337,118
Allowance for credit losses [1]	30,378
Discount attributable to other factors	12,204
Par value	$ 379,700

[1] For acquired PCD loans, an ACL of $30.4 million was required with a corresponding increase to the amortized cost basis as of the acquisition date. For PCD loans where all or a portion of the loan balance had been previously written-off, or would be subject to write-off under the Company's charge-off policy, an ACL of $18.0 million included as part of the grossed-up loan balance at acquisition was immediately written-off. The net impact to the allowance for PCD assets on the acquisition date was $12.4 million.

7. Securitizations and Variable Interest Entities

For additional information regarding the consolidation of VIEs, see "*Note 1. Summary of Significant Accounting Policies.*"

VIE Assets and Liabilities

The following tables provide the classifications of assets and liabilities on the Balance Sheet for its transactions with consolidated and unconsolidated VIEs. Additionally, the assets and liabilities in the tables below exclude intercompany balances that eliminate in consolidation:

December 31, 2021	Consolidated VIEs	Unconsolidated VIEs	Total
Assets			
Restricted cash	$ 13,462	$ —	$ 13,462
Securities available for sale at fair value	—	58,177	58,177
Loans held for sale at fair value	41,734	—	41,734
Retail and certificate loans held for investment at fair value	10,281	—	10,281
Other loans held for investment at fair value	20,929	—	20,929
Other assets	584	17,156	17,740
Total assets	$ 86,990	$ 75,333	$ 162,323
Liabilities			
Retail notes, certificates and secured borrowings at fair value	$ 10,281	$ —	$ 10,281
Payable on Structured Program borrowings	65,451	—	65,451
Other liabilities	467	—	467
Total liabilities	76,199	—	76,199
Total net assets	$ 10,791	$ 75,333	$ 86,124

The following table summarizes activity related to the Unconsolidated Trusts and Certificate Program trusts, with the transfers accounted for as a sale on the Company's consolidated financial statements:

Year Ended December 31,	2021		2020	
	Unconsolidated Trusts	Unconsolidated Certificate Program Trusts	Unconsolidated Trusts	Unconsolidated Certificate Program Trusts
Principal derecognized from loans securitized or sold [1]	$ —	$ —	$ 255,203	$ 971,738
Net gains (losses) recognized from loans securitized or sold	$ —	$ —	$ (20)	$ 7,897
Fair value of asset-backed senior and subordinated securities, and CLUB Certificate asset-backed securities retained upon settlement [2]	$ —	$ —	$ 12,707	$ 35,836
Cash proceeds from loans securitized or sold	$ —	$ —	$ 237,764	$ 598,694
Cash proceeds from servicing and other administrative fees on loans securitized or sold	$ 9,141	$ 14,445	$ 17,684	$ 26,822
Cash proceeds for interest received on senior securities and subordinated securities	$ 2,978	$ 6,158	$ 4,559	$ 8,251

(1) Includes non-cash purchase and sale of loans requested by investors to facilitate a Structured Program transaction during the third quarter of 2020.

(2) For Structured Program transactions, the Company retained asset-backed senior securities of $26.3 million, CLUB Certificate asset-backed securities of $18.3 million, and asset-backed subordinated securities of $4.0 million for the year ended December 31, 2020.

The Company and other investors in the subordinated interests issued by trusts and Certificate Program trusts have rights to cash flows only after the investors holding the senior securities issued by the trusts have first received their contractual cash flows. The investors and the trusts have no direct recourse to the Company's assets, and holders of the securities issued by the trusts can look only to the assets of the securitization trusts that issued their securities for payment. The beneficial interests held by the Company are subject principally to the credit and prepayment risk stemming from the underlying unsecured personal loans.

Off-Balance Sheet Loans

Off-balance sheet loans pursuant to unconsolidated VIE's primarily relate to Structured Program transactions for which the Company has some form of continuing involvement, including as servicer.

As of December 31, 2021, the aggregate unpaid principal balance of the off-balance sheet loans related to Structured Program transactions was $1.3 billion, of which $35.0 million was attributable to off-balance sheet loans that were 31 days or more past due. As of December 31, 2020, the aggregate unpaid principal balance of the off-balance sheet loans related to Structured Program transactions was $3.2 billion, of which $94.8 million was attributable to off-balance sheet loans that were 31 days or more past due. For such loans, the Company would only experience a loss if it was required to repurchase a loan due to a breach in representations and warranties associated with its loan sale or servicing contracts.

The Company's future minimum undiscounted lease payments under operating leases and anticipated sublease revenue as of December 31, 2021 were as follows:

	Operating Lease Payments	Sublease Revenue	Net
2022	$ 15,947	$ (2,918)	$ 13,029
2023	12,465	—	12,465
2024	12,810	—	12,810
2025	13,163	—	13,163
2026	13,375	—	13,375
Thereafter	48,975	—	48,975
Total lease payments	$ 116,735	$ (2,918)	$ 113,817
Discount effect	25,147		
Present value of future minimum lease payments	$ 91,588		

The weighted-average remaining lease term and discount rate used in the calculation of the Company's operating lease assets and liabilities were as follows:

Lease Term and Discount Rate	December 31, 2021
Weighted-average remaining lease term (in years)	8.43
Weighted-average discount rate	5.42 %

19. Commitments and Contingencies

Operating Lease Commitments

For discussion regarding the Company's operating lease commitments, see "*Note 18. Leases.*"

Loan Repurchase Obligations

The Company is generally required to repurchase loans or interests therein in the event of identity theft or certain other types of fraud on the part of the borrower or education and patient service providers. The Company may also repurchase loans or interests therein in connection with certain customer accommodations. In connection with certain loan sales, the Company agreed to repurchase loans if representations and warranties made with respect to such loans were breached under certain circumstances. In the case of certain securitization transactions, the Company also agreed to repurchase or substitute loans for which a borrower failed to make the first payment due under a loan. The Company believes such provisions are customary and consistent with institutional loan and securitization market standards.

As a result of loan repurchase obligations, the Company repurchased $1.0 million, $3.3 million and $5.5 million in loans or interests therein during 2021, 2020 and 2019 respectively.

Unfunded Loan Commitments

As of December 31, 2021, the contractual amount of unfunded loan commitments was $110.8 million. See "*Note 6. Loans and Leases Held for Investment, Net of Allowance For Loan and Lease Losses*" for additional detail related to the reserve for unfunded lending commitments.