

D. Facts

6. Plaintiff seeks recovery for damages arising from Defendant's failure to repay a loan from WebBank (the "Loan") entered into by Defendant through LendingClub.com. Attached as Exhibit "A" are the terms of the Loan agreed to by Defendant through online transactions. Plaintiff sues herein for suit on debt/account stated and for breach of contract, and seeks a money judgment against the Defendant.

7. Defendant ceased making the required payments on the Loan, thereby creating a default.

8. As of the filing of this lawsuit, there remained an unpaid balance of \$23031.62.

9. Plaintiff is the true party in interest, owner and/or beneficiary to all rights to repayment of the Loan.

10. Plaintiff made demand to Defendant for payment in full on the Loan; however, the Loan has not been repaid.

E. Count 1 – Account Stated/Debt

11. Plaintiff is the owner and holder of all claims related to the Loan. In accordance with federal regulations, Defendant electronically agreed to a Loan with WebBank, and received the proceeds of that Loan. Defendant received periodic electronic statements for the Loan. Based upon Plaintiff's records, there are no unresolved billing disputes related to the Loan, and the amount that is due and owing on the Account is \$23031.62. All lawful offsets, payments and credits have been allowed.

12. Plaintiff is entitled to recover on the Account because (i) transactions between the parties (or their predecessor-in-interest) gave rise to an indebtedness of Defendant to Plaintiff; (ii) there existed an agreement between the parties that established the amount due; and (iii) the Defendant promised to pay on the debt, but failed to do so.

13. Plaintiff presented its claim to Defendant for payment, but Defendant has failed and refused to pay the amount owed.

F. Count 2 – Breach of Contract

14. Plaintiff is the owner and holder of all rights under the Loan. Defendant breached the agreement between the parties by failing to pay all amounts due and owing on the Loan.

15. Based upon Plaintiff's records, the amount that is due and owing on the Account is \$23031.62. All lawful offsets, payments and credits have been allowed. Plaintiff presented its claim to Defendant for payment, but Defendant has failed and refused to pay the amount owed.

G. Conditions Precedent

16. All conditions precedent have been performed or have occurred.

H. Requests for Disclosure

17. Pursuant to Rule 194, you are hereby requested to disclose, within 50 days of service of this request, the information or material described in Rule 194.2(a)-(1) and 190.2(b)(6).

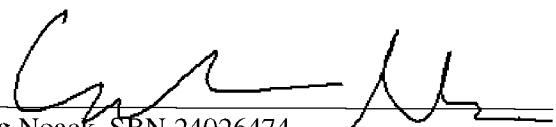
I. Prayer

18. For these reasons, Plaintiff asks that the court issue citation for Defendant to appear and answer, and that Plaintiff be granted relief as follows:

- a. Plaintiff be granted judgment against Defendant for \$23031.62;
- b. Plaintiff be granted judgment for all costs of court;
- c. Plaintiff be granted post-judgment interest at the rate allowable by law; and
- d. Plaintiff be granted such other and further relief to which it may be justly entitled.

Respectfully submitted,

NOACK LAW FIRM, PLLC

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ATTORNEYS FOR PLAINTIFF



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Truth in Lending Disclosure

Truth in Lending Disclosure Statement

Lender

WebBank
215 South State Street
Suite 800
Salt Lake City, UT 84111

Borrower

Anourath Sichanh
9218 Southbluff Blvd
Houston , TX 77089

Annual Percentage Rate

The cost of your credit as a yearly rate
25.45%

Finance Charge

The dollar amount the credit will cost you
\$17,531(e)

Amount Financed

The amount of credit provided to you or on your behalf
\$22,560(e)

Total of Payments

The amount you will have paid when you have made all scheduled payments
\$40,091(e)

Your payment schedule will be as follows:

Number of payments	Amount (e)	When payments are due(e)
59	\$668.19	Your first payment will be due one month after the issuance of your loan and then monthly thereafter. Payments are due on the same date each month. If your due date is the 29th, 30th or 31st, and the current month is shorter, your payment will be on the last day of the month.
1	\$667.79	Your last payment will be due 60 months from the issuance date of your loan.

Late charges: If your payment arrives after your **15** day grace period, you will be charged a late fee equal to the greater of: 5.00% of the late payment amount or **\$15**. This fee is charged only once per late payment.

Prepayment policy: If you pay off your loan early, you will not be charged a penalty. In the event of a full prepayment, you may be entitled to a refund of part of the finance charge.

See your borrower agreement for any additional information about nonpayment, default, or other matters related to your loan.

(e) means estimate

Other than payment dates, items marked (e) will decrease if you receive less than 100% funding. Regardless of the ultimate amount of the loan, your APR will not change. Subject to your right to cancel, an unsecured loan may issue for less than the full requested loan amount if it is not 100% funded by the end of the listing period.

Total Amount Requested: \$24,000.00

Origination Fees: \$1,440.00

Total Amount Received: \$22,560.00

Unsuccessful payment fee. When a payment fails and is rejected by your bank, you will be charged an Unsuccessful Payment Fee of \$15 to cover the cost Lending Club incurs on the transaction.

Each attempt to collect a monthly payment is considered a separate transaction, so an Unsuccessful Payment Fee will be assessed for each failed attempt.

Check Processing Fee. If you elect to make payments by check, there will be a \$7 processing fee by payment.

You are not required to complete this agreement merely because you have received these disclosures or signed a borrower agreement.

Date Provided : 08/20/2016

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San Francisco, CA 94105, USA

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