

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION**

DISCOVER BANK,

Plaintiff

v.

EVAN S. GUTMAN,

Defendant, Pro Se

CASE NUMBER:

50-2019-CA-013570-XXXX-MB

**DEFENDANT'S OPPOSITION TO PLAINTIFF'S
"So - Called" RENEWED MOTION FOR SUMMARY
JUDGMENT**

OPPOSITION

Defendant Evan Gutman, JD, CPA,, Pro Se, Opposes Plaintiff Discover Bank's THIRD filing attempting to obtain Summary Judgment. Defendant Opposes their latest attempt, (now stylistically titled as a "Renewed Motion") on the following additional grounds:

1. As shown by Exhibit 3, Burr & Forman's Motion requests Summary Judgment be granted by the **County** Court. However, this case is not within the Jurisdiction of the County Court. This case is in the Jurisdiction of the **Circuit** Court. No valid Court Order transferring jurisdiction has ever been issued, nor should it be.
2. It is impossible for this Court to legally grant Plaintiff's "Renewed Motion for Summary Judgment" because **a Valid Counterclaim remains pending on the record** within this Court's Jurisdiction. This Court has never issued a Valid Written Order to Compel Arbitration regarding the Counterclaim. See "DEFENDANT'S MOTION TO VACATE VOID and UNFORCEABLE **COUNTY** COURT ORDER" filed concurrently. That Motion is incorporated by reference herein, pursuant to FRCP 1.130(b).
3. As shown by Exhibit 1(b), Burr & Forman, LLP, Violated Judge Curley's Divisional Rules in Setting their Motion because they made no attempt to obtain Defendant's Consent **Prior** to Setting the Hearing. As shown by Exhibit 1(a), Counsel **UNILATERALLY** set the Hearing at approximately **11:51 a.m. on October 25, 2021**. Subsequent to obtaining a Court Order, Counsel sent Defendant an email at **11:56 am** (See Exhibit 1(d)), requesting his Consent. By that time, the rule had already been intentionally violated.

RELEVANT FACTS and ARGUMENT

Defendant previously presented numerous legal grounds in prior Oppositions to Plaintiff's continuing meritless (and notably failed attempts) to obtain a Summary Judgment, which they now interestingly style anew as a "Renewed Motion for Summary Judgment." Pursuant to FRCP 1.130(b), Defendant incorporates by reference herein all arguments previously presented in his Oppositions. Rule 1.130(b) allows documents submitted to the Court to include by reference prior filings, thereby alleviating the need of lengthy repetition. In addition, Defendant now presents three additional grounds for denying Plaintiff's Motion as follows.

FIRST, Burr & Forman, LLP, filed their Motion with the wrong Court. As shown by Exhibit 3, Counsel is requesting the County Court of the 15th Judicial Circuit grant their motion for Summary Judgment. However, this case is not within the jurisdiction of the County Court. This case is within the Jurisdiction of the Circuit Court. No valid Court Order has ever been issued transferring jurisdiction of the case. Nor, should one be issued. Accordingly, this Court lacks Jurisdiction to render any Order or Judgment on behalf of the County Court in this case. In fact, this Court lacks jurisdiction to even consider Plaintiff's Motion or have any type of hearing on it since it was presented to the wrong Court.

SECOND, it is impossible for this Court to legally grant Plaintiff's "Renewed Motion for Summary Judgment" because **a Valid Counterclaim remains pending** on the record within this Court's Jurisdiction. This Court has never issued a Valid Written Order to Compel Arbitration regarding the Counterclaim. See "DEFENDANT'S MOTION TO VACATE VOID and UNFORCEABLE **COUNTY** COURT ORDER" filed concurrently. Defendant's Counterclaim currently pending within the jurisdiction of this Court, and incorporated by reference herein, pursuant to FRCP 1.130(b). has a value substantially exceeding amounts Plaintiff meritlessly alleges are due pursuant to their defective Complaint.

THIRD, as shown by Exhibit 1(a) - 1(d), Burr & Forman, LLP, intentionally and consciously Violated Judge Curley's Divisional Rules in Setting their Motion for hearing because they did not make even the slightest attempt to obtain Defendant's Consent **Prior** to Scheduling the Hearing. Specifically, as shown by Exhibit 1(a), Counsel Unilaterally set the Hearing at **11:51 a.m. on October 25, 2021**. It was only subsequent to obtaining the Court Order they wanted, that Counsel sent Defendant an email at **11:56 am** requesting his Consent (See Exhibit 1(d)). However, by that time, the rule had already been intentionally violated. As shown by Exhibit 2(b), Judge Curley's Divisional Rules expressly state (emphasis added) :

"Prior to scheduling a special set hearing online, you **must** (1) **clear the hearing date and time with ALL parties. . . . "**

The operative terms are "**Prior**" and "**must.**" The term "Prior" does **NOT** mean "Subsequently." The term "**must**" does not mean optionally. Apparently, Burr & Forman, LLP was dissatisfied with being subject to the difficulties all attorneys and litigants face with scheduling hearings in today's over-burdened judicial environment. So, they just decided unilaterally on their own to circumvent the process by intentionally violating a validly enacted Court Rule, because they just didn't like the impact the rule had upon them. Then, they tried to obtain Defendant's Consent "Post Hoc." Notably, Defendant did not respond. Put simply, Defendant recognized, their unethical conduct was the equivalent of "trying to buy insurance after the occurrence of the accident."

The most interesting aspect of this occurrence is the conduct of Burr & Forman, LLP in setting the hearing date is almost precisely what Plaintiff's predecessor Counsel at Zwicker and Associates, P.C. did. They also adopted a Unilateral course of action to Set a Hearing Date without Defendant's consent, which likely contributed to their being substituted out of the case.

This case elegantly demonstrates how sanctimonious, arrogant and careless so many big

firm lawyers really are, simply believing they can rely upon their professional contacts and personal friendships to win cases.. It is also a case in which Defendant believes having adequately "made his point" that unilateral action by big firm attorneys will no longer be tolerated, places him on the verge of single-handedly "CRIPPLING" the entire Debt Collection Industry on behalf of impoverished litigants. That will free up massive judicial resources because Judges will no longer have to waste those precious resources on sanctimonious, arrogant so-called "Creditor Rights" attorneys. In turn, Judges will be able to spend more time adjudicating genuine legal issues pertaining to family custody cases, criminal matters, and a wide host of other legitimate legal cases.

Ultimately, the Court now needs to squarely indicate whether its own rules are to be accorded respect. Or alternatively, whether Procedural Rules are just a "Smokescreen," to be wholly ignored and nullified in favor of "well-connected attorneys," while nefariously applied against Pro Se litigants and those lacking knowledge in the law. That of course, is known as the "Invidious Application of the Procedure / Substance Dichotomy."

Defendant reiterates that he incorporates by reference all prior arguments presented in his Oppositions to Plaintiff's prior failed attempts to obtain Summary Judgment. Notably, those documents include proofs that Plaintiff illegally obtained access to Defendant's credit report **AFTER** instituting this litigation for the specific purpose of gaining an illegal, unfair advantage in the litigation. Additionally, those documents include proof that Plaintiff failed to attach required documents to their complaint as mandated by FRCP 1.130. Those documents also include proofs that Plaintiff's alleged contract is an unenforceable contract of adhesion with unconscionable provisions so numerous in nature, that are so morally egregious and in contravention of public policy that they can not be fairly severed from the remainder of the contract. The best example presented is that their Void and Unenforceable Contract expressly defines a "default" as including the involuntary act of "**DYING**." (See Exhibit 4 herein). Thus,

the most virtuous people in the world, such as those who regularly attend church or temple, pray to GOD every day, contribute all their time and money to charities, and who have never committed an immoral act in their entire life, are in "default" of Plaintiff's alleged contract on the day they "DIE," if the contract is held enforceable.

In closing, since there is a valid Counterclaim remaining on the written record within the Jurisdiction of this Court, with a value substantially exceeding amounts Plaintiff meritlessly alleges are due, their Motion for Summary Judgment must legally be denied. Similarly, it must be denied because they seek to have their Motion granted by the Wrong Court, as jurisdiction of this case is in the Circuit Court, not the County Court. Assuming without deciding the Court has respect for the rule of law, Plaintiff's Motion must be denied.

For the foregoing reasons, Defendant Evan Gutman JD, CPA most humbly and graciously requests the Court DENY Plaintiff's Motion.

Submitted this 20th day of January, 2022.



Evan Gutman JD, CPA

Florida Certified Public Accountant
Member State Bar of Pennsylvania
Member District of Columbia Bar
Admitted to U.S. Federal Ninth Circuit Court of Appeals
Admitted to U.S. Federal Sixth Circuit Court of Appeals
Admitted to U.S. Tax Court Bar

1675 NW 4th Avenue, #511
Boca Raton, FL 33432
561-990-7440

CERTIFICATE OF SERVICE

I Evan Gutman, hereby Certify a true copy of the foregoing was sent electronically and via US

Mail on this 20th day of January, 2022 addressed as follows to :

Burr & Forman LLP
Attn: Sarah R. Craig, Esq.
201 N. Franklin Street, Suite 3200
Tampa, FL 33602

DATED this 20th day of January, 2022.



Evan Gutman CPA, JD
Member State Bar of Pennsylvania
Member District of Columbia Bar
Admitted to Federal Sixth Circuit Court of Appeals
Admitted to Federal Ninth Circuit Court of Appeals
Florida Certified Public Accountant

1675 NW 4th Avenue, #511
Boca Raton, FL 33432
561-990-7440

EVAN GUTMAN

From: CAD-Division AI <CAD-DivisionAI@pbcgov.org>
Sent: Monday, October 25, 2021 11:51 AM
To: EVAN GUTMAN; David Alan Elliott; DELLNOT@burr.com; SCRAIG@burr.com; anolting@burr.com; CourtXpress@firmsolutions.us; cwingate@burr.com; dmorales@burr.com; GKR@MATRIXMEDIATION.COM; jim@MATRIXMEDIATION.COM; mguerra@burr.com; sfoshee@burr.com; southflalitigation@zwickerpc.com; zjovanovich@zwickerpc.com
Cc: CAD-Division AI
Subject: SERVICE OF COURT DOCUMENT CASE No.: 502019CA013570XXXXMB
Attachments: order-50-2019-CA-013570-XXXX-MB-6176d2735f42e_pdfa.pdf
Importance: High

- This email is from the Fifteenth Judicial Circuit
- Case Number: 50-2019-CA-013570-XXXX-MB
- DISCOVER BANK V GUTMAN, EVAN S
- Orders Attached:
 - ORDER (order-50-2019-CA-013570-XXXX-MB-6176d2735f42e_pdfa.pdf)
- Division AI, 561 355-1745

In accordance with the 15th Judicial Circuit's Administrative Order 2.310-4/13, please ensure that primary and secondary email addresses are registered with Court Administration at <https://e-services.co.palm-beach.fl.us/scheduling/>.

For a better translation of this document, contact CAD-ADA@pbcgov.org.

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION AI
CASE NO. 50-2019-CA-013570-XXXX-MB

DISCOVER BANK,
Plaintiff/Petitioner
vs.
EVAN S GUTMAN,
Defendant/Respondent.

ORDER SETTING SPECIAL SET HEARING

The following matters have been specially set for hearing before **Judge G. Joseph Curley Jr.** in Courtroom 10H, Palm Beach County Courthouse, 205 North Dixie Highway, West Palm Beach, FL 33401. The hearing will be conducted electronically via Zoom, using the following information:

MEETING ID # 882 4474 2921
<https://us02web.zoom.us/j/88244742921>

Dial-in Information
+1 8884754499 US Toll-Free
+1 8778535257 US Toll-Free

DATE: Friday, February 4, 2022
TIME: 2:45 PM (15 minutes reserved)
MATTERS: Discover Bank's Renewed Motion for Summary Judgment

THIS MOTION IS SPECIALLY SET AND CANNOT BE CANCELED OR RESET EXCEPT BY COURT ORDER.

IT IS THE INTENT OF THIS COURT TO DISPOSE OF THE SUBJECT MATTER OF THE SPECIALLY SET MOTION ON THE DATE AND TIME APPEARING ABOVE. Accordingly, all counsel or self-represented parties must either: (1) be present by Zoom conference at the hearing or (2) submit an Agreed Order disposing of the motion at least 48 business hours prior to the hearing.

AT LEAST FIVE (5) DAYS PRIOR TO THE HEARING, THE PARTIES SHALL SUBMIT HARD COPIES OF ALL MOTIONS, RESPONSES, EXHIBITS THERETO, MEMORANDA (WHICH SHALL NOT EXCEED TEN (10) DOUBLE SPACED PAGES), AND CASE AUTHORITY (WHICH MUST BE TABBED WITH PERTINENT SECTIONS HIGHLIGHTED) DIRECTLY TO MY OFFICE. THE SUBMISSIONS SHALL INDICATE THE DATE AND TIME OF THE SCHEDULED HEARING.

For evidentiary hearings and non-jury trials, the parties should stipulate to the admissibility

of evidence for which the admissibility is not reasonably contested. Hard copies of the exhibits and a sequentially numbered Exhibit List shall be provided to the Court at least 48 hours in advance of the hearing. All exhibits must be clearly marked by a numbered sticker on the bottom center of the front of each exhibit identifying the case number and party who is offering the exhibit, e.g., Plaintiff or Defendant; Petitioner or Respondent.

One or more of the parties who may be affected by the motion are self represented.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida.


50-2019-CA-013570-XXXX-MB 10/25/2021
G. Joseph Curley, Jr. Circuit Judge
ADMINISTRATIVE OFFICE OF THE COURT

50-2019-CA-013570-XXXX-MB 10/25/2021
G. Joseph Curley, Jr.
Circuit Judge

Copies furnished to:

ANGELA NOLTING	No Address Available	anolting@burr.com
DAVID ALAN ELLIOTT	No Address Available	delliott@burr.com cwingate@burr.com sfoshee@burr.com
DAVID ELLIOTT	201 N FRANKLIN STREET SUITE 2300 TAMPA, FL 33602	delliott@burr.com delliot@burr.com
EVAN GUTMAN	No Address Available	egutman@gutmanvaluations.com
EVAN S GUTMAN	1675 NW 4TH AVE APT 511 BOCA RATON, FL 33432	egutman@gutmanvaluations.com
EVAN S. GUTMAN	No Address Available	egutman@gutmanvaluations.com
JAMES M MUNSEY	No Address Available	jim@matrixmediation.com
RODNEY G ROMANO	No Address Available	gkr@matrixmediation.com
SARAH CRAIG	201 N FRANKLIN STREET SUITE 3200 TAMPA, FL 33602	scraig@burr.com scraig@burr.com dmorales@burr.com mguerra@burr.com
ZORAN D JOVANOVIĆ	No Address Available	zjovanovich@zwickerpc.com southflalitigation@zwickerpc.com courtexpress@firmsolutions.us

From: Craig, Sadie <scraig@burr.com>
Sent: Monday, October 25, 2021 11:56 AM
To: EVAN GUTMAN
Subject: FW: SERVICE OF COURT DOCUMENT CASE No.: 502019CA013570XXXMB
Attachments: order-50-2019-CA-013570-XXXX-MB-6176d2735f42e_pdfa.pdf
Importance: High

Mr. Gutman,

Are you available for this hearing date and time (Feb. 4 at 2:45)? It is the only option that the court has listed in several weeks, so we requested the time. Please advise if you are unavailable and we will proceed accordingly.

Thank you,
Sadie

Sadie Craig
Attorney at Law

BURR & FORMAN LLP
201 North Franklin Street, Suite 3200
Tampa, Florida 33602

direct 813-367-5766
fax 813-357-3500
scraig@burr.com
Web

The information contained in this email is intended for the individual or entity above. If you are not the intended recipient, please do not read, copy, use, forward or disclose this communication to others; also, please notify the sender by replying to this message, and then delete this message from your system. Thank you.

From: CAD-Division AI <CAD-DivisionAI@pbcgov.org>
Sent: Monday, October 25, 2021 11:51 AM
To: Evan S Gutman <egutman@gutmanvaluations.com>; Elliott, David <delliott@burr.com>; DELLIOT@burr.com; Craig, Sadie <scraig@burr.com>; Nolting, Angela <anolting@burr.com>; CourtXpress@firmsolutions.us; Wingate, Caryn W. <cwingate@burr.com>; Morales, Diane <dmorales@burr.com>; GKR@MATRIXMEDIATION.COM; jim@MATRIXMEDIATION.COM; Guerra, Michelle <mguerra@burr.com>; Foshee, Sharon <sfoshee@burr.com>; southflalitigation@zwickerpc.com; zjovanovich@zwickerpc.com
Cc: CAD-Division AI <CAD-DivisionAI@pbcgov.org>

AI Divisional Instructions

I. Uniform Motion Calendar

Uniform Motion Calendar ("UMC") hearings are held **Tuesday, Wednesday and Thursday at 8:30 A.M.** and are set on the Online Scheduling System through Online Services. UMC is held via Zoom, and when scheduling the hearing a Zoom link will be included in the hearing confirmation. Scheduling is between the parties. Please do not call the Judicial Assistant to schedule or cancel a UMC hearing.

UMC is strictly for non-evidentiary motions which can be heard in a total of 10 minutes (5 minutes per side). **Motions for attorney's fees, summary judgment, and any evidentiary matters are NOT appropriate for UMC and should be specially set for hearing.** Please Note: Default Final Judgments and **uncontested** Motions for Summary Judgment may be set on the Uniform Motion Calendar.

Attorneys/pro se parties must first file a motion with the Clerk's office and give opposing side(s) at least five (5) business days' notice (unless the parties have agreed to the short notice). **Attorneys should always attempt to clear a date chosen with opposing counsel. Mandatory compliance with Local Rule #4 is strictly enforced.** Attorneys are required to "make reasonable efforts to actually speak to one another and engage in reasonable compromises to resolve or narrow the disputes before seeking court intervention." Prior to scheduling, the "attorney noticing the motion shall attempt to resolve the matter and shall certify to the Court the good faith attempt to resolve."

The Court reviews all motions prior to the hearing. A copy of the Notice of Hearing and the motion or other pertinent pleading must be sent to chambers at least three (3) days in advance, via regular U.S. mail, express mail or delivered via courier. Per security protocols, submissions delivered via courier must be placed in the black box designated for judicial deliveries on the first floor of the courthouse.

Cancellation of UMC Hearings

To cancel a hearing scheduled for UMC, the scheduling attorney's office must file a Notice of Cancellation. In addition, that attorney's office must log in to the 15th Judicial Circuit's Online Services, **go to the UMC scheduling page (i.e., as if you were setting**

the hearing), and there will be an option to cancel it. If you receive a message that you are unable to cancel the hearing, you are in the wrong place. Please go back and follow the instructions above.

II. Specially Set Hearings

Specially Set Hearings are available in blocks of 15 and 30 minutes and must be scheduled via the Division AI online calendar through the Online Scheduling System through Online Services. Prior to scheduling a special set hearing online, you must (1) clear the hearing date and time with ALL parties, and (2) have previously filed your motion.

Orders Specially Setting Hearings

All specially set hearings are set by Court Order (not by Notice of Hearing) and cannot be canceled except by further Court Order, unless the matter is settled (with an agreed order submitted to the Court), or the motion is withdrawn (with a copy of the notice of withdrawal furnished to the Court). **Any opposed motions for cancellation or continuance of a specially set hearing must be set on UMC.** Once the date is scheduled on the online system, a proposed order will be generated automatically, which will include a Zoom link. You must include a copy of the motion as a supporting document.

Materials in Support of Specially Set Matters

A copy of the motion, memorandum of law and case law must be sent directly to Judge Curley, via U.S. mail, express mail or hand-delivered to the judicial drop box on the main floor of the courthouse, **no later than five (5) days in advance of the scheduled hearing.** Those portions of case law and documents to be considered by the Court should be appropriately tabbed and highlighted. Absent permission, **the Court WILL NOT accept any courtesy copies of the foregoing via email.** Any memorandum or materials provided to the Court shall be simultaneously sent to the opposing party.

Specially Set Motions Requiring Additional Time

If a case has multiple motions or if any of the parties believe that the hearing will take longer than 30 minutes, the moving party shall email a courtesy copy of the motion(s)

IN THE COUNTY COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION

CASE NO.: 50-2019-CA-013570-XXX-MB

DISCOVER BANK,

Plaintiff,

vs.

EVAN S. GUTMAN,

Defendant,

_____ /

DISCOVER BANK'S RENEWED MOTION FOR SUMMARY JUDGMENT

Discover Bank moves this Court for final summary judgment in its favor pursuant to Rule 1.510 of the Florida Rules of Civil Procedure. In support of its motion, Discover states as follows:

I. BACKGROUND

1. Plaintiff filed its single count Complaint for Breach of Contract against Gutman on or about October 21, 2019, seeking to recover debt arising from Gutman's credit account with Discover. (*See generally* Compl.).
2. Gutman answered the complaint in November of 2019.
3. The parties litigated the merits of Discover's claim through 2019 and into 2020.

MAKING PAYMENTS

Payment Instructions	<ul style="list-style-type: none"> • We credit your payments in accordance with the terms contained on your billing statement. • If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account. 	<ul style="list-style-type: none"> • If a third party makes a payment on your Account and we return all or a part of such payment, then we may adjust your Account for any amount returned. We reserve the right to defend ourselves against any demand to return funds we have received, and may agree to a compromise of the demanded amount as part of a settlement.
Minimum Payment Due	<p>You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be any amount past due plus the greater of:</p> <ul style="list-style-type: none"> • \$35; or • 2% of the New Balance shown on your billing statement; or • \$20, plus any of the following charges as shown on your billing statement: fees 	<p>for any debt protection product that you enrolled in on or after 2/1/2015; Interest Charges; and Late Fees.</p> <p>The Minimum Payment Due may also include amounts by which you exceed your Account credit line. However, it will never exceed the New Balance. When we calculate the Minimum Payment Due, we may subtract from the New Balance certain fees added to your Account during the billing period. The Minimum Payment Due is rounded up to the nearest dollar.</p>
How We Apply Payments	<p>We apply payments and credits at our discretion, including in a manner most favorable or convenient for us. In all cases, we will apply payments and credits as required by applicable law.</p>	<p>Each billing period, we will generally apply amounts you pay that exceed the Minimum Payment Due to balances with higher APRs before balances with lower APRs as of the date we credit your payment.</p>

INTEREST CHARGES

How We Calculate Interest Charges—Daily Balance Method (including current transactions)	<p>We calculate interest charges each billing period by first figuring the "daily balance" for each Transaction Category. Transaction Categories include standard Purchases, standard Cash Advances and different promotional balances, such as Balance Transfers.</p> <p>How We Figure the Daily Balance for Each Transaction Category</p> <ul style="list-style-type: none"> • We start with the beginning balance for each day. The beginning balance for the first day of the billing period is your balance on the last day of your previous billing period. • We add any interest charges accrued on the previous day's daily balance and any new transactions and fees. We add any new transactions or fees as of the later of the Transaction Date or the first day of the billing period in which the transaction or fee posted to your Account. • We subtract any new credits and payments. 	<ul style="list-style-type: none"> • We make other adjustments (including those adjustments required in the "Paying Interest" section). <p>How We Figure Your Total Interest Charges</p> <ul style="list-style-type: none"> • We multiply the daily balance for each Transaction Category by its daily periodic rate. We do this for each day in the billing period. This gives us the interest charges for each Transaction Category. To get a daily periodic rate, we divide the APR that applies to the Transaction Category by 365. • We add up all the daily interest charges. The sum is the total interest charge for the billing period. <p>How We Include Fees</p> <p>We add Balance Transfer Fees to the applicable Balance Transfer Transaction Category. We add Cash Advance Fees to the applicable Cash Advance Transaction Category. We add all other fees to the standard Purchase Transaction Category.</p>
Paying Interest	<p>When Interest Charges Begin</p> <p>We begin to impose interest charges on a transaction, fee or interest charge from the day we add it to the daily balance. We continue to impose interest charges until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.</p> <p>How to Avoid Paying Interest on Purchases ("Grace Period")</p> <p>If you paid the New Balance on your previous billing statement by the Payment Due</p>	<p>Date shown on that billing statement, we will not impose interest charges on new Purchases, or any portion of a new Purchase, paid by the Payment Due Date on your current billing statement. New Purchases are Purchases that first appear on the current billing statement.</p> <p>How We Apply Payments May Impact Your Grace Period</p> <p>If you do not pay your New Balance in full each month, then, depending on the balance to which we apply your payment, you may not get a grace period on new Purchases.</p>

OTHER IMPORTANT INFORMATION

Default	<p>You are in default if:</p> <ul style="list-style-type: none"> • you file bankruptcy or another insolvency proceeding is filed by you or against you; • we have a reasonable belief that you are unable or unwilling to repay your obligations to us; • you die or are legally declared incompetent or incapacitated; 	<ul style="list-style-type: none"> • you fail to comply with the terms of this Agreement or any Agreement with us or an Affiliate, including failing to make a required payment when due, exceeding your Account credit line or using your Card or Account for an illegal transaction. <p>If you are in default, we may declare the entire balance of your Account immediately due and payable without notice.</p>
Collection Costs	<p>If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.</p>	
Merchant Disputes	<p>If you have a dispute with a merchant, you may request a credit to your Account. If we resolve the dispute in your favor, we will issue a credit to your Account. You assign to us your claim for the credited amount against the merchant and/or any third party. At our request, you agree to provide this assignment in writing.</p>	
Automatic Account Information Updates	<p>You may set up automatic billing or store your Account information with a merchant, wallet provider, or other third party. If your card information changes, which may include billing address, you authorize us to provide this updated information to any such merchant, wallet provider, or other third-party at our discretion. You must contact the merchant, wallet provider, or other third-party directly or remove your credit card information from the merchant site, wallet provider, or third-party if you wish to stop automatic billing or account updates.</p>	
Our Privacy Policy	<p>We send you our Privacy Policy when you open your Account and annually. Contact us or visit Discover.com if you would like a copy. Please read it carefully. It summarizes:</p> <ul style="list-style-type: none"> • the personal information we collect; 	<ul style="list-style-type: none"> • how we safeguard its confidentiality and security; • when it may be shared with others; and • how you can limit our sharing of this information.