

00-785-CD  
GREENWOOD TRUST COMPANY t/a -vs- JUSTINE WRIGHT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENWOOD TRUST COMPANY  
t/a DISCOVER CARD,

CIVIL DIVISION

Plaintiff,

vs.

No. 00-785-CO

JUSTINE WRIGHT,

Defendant.

**COMPLAINT**

Filed on behalf of Plaintiff,  
Greenwood Trust Company, t/a  
Discover Card.

Counsel for Record for this party:

Paul V. Ressler, Esquire  
Pa. I.D. #25626

Firm No. 739

**NOTICE TO PLEAD:**

**To Defendant:**

**YOU ARE HEREBY NOTIFIED**  
**TO FILE A RESPONSE TO THE**  
**COMPLAINT FILED HEREIN**  
**WITHIN TWENTY (20) DAYS OF**  
**SERVICE OF SAME OR JUDGMENT**  
**MAY BE ENTERED AGAINST YOU.**

Ressler & Ressler, P.C.  
21 Yost Boulevard, Suite 301  
Pittsburgh, PA 15221  
**(412) 824-6944**

**FILED**

JUL 05 2000  
m 10:38 am  
William A. Shaw  
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

**GREENWOOD TRUST CO./DISCOVER,** :  
Plaintiff, :  
vs. : **No.**  
**JUSTINE WRIGHT,** :  
Defendant. :  
:

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE.  
IF YOU DO NOT HAVE OR KNOW A LAWYER, THEN YOU SHOULD GO TO  
OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE  
YOU CAN GET LEGAL HELP.**

**LAWYER REFERRAL SERVICE  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
SECOND & MARKET STREETS  
CLEARFIELD, PA 16830  
TELEPHONE: 814-765-2641 EXT, 50-51**

**COMPLAINT**

AND NOW, comes the plaintiff, GREENWOOD TRUST CO./DISCOVER, by and through its attorneys, RESSLER & RESSLER, P.C. and PAUL V. RESSLER, ESQUIRE, and makes the following statement:

- I. The plaintiff, GREENWOOD TRUST CO./DISCOVER, is a duly authorized banking institution under the laws of the State of Delaware and authorized to do business in the Commonwealth

of Pennsylvania and, for purposes of this litigation, maintaining a place of business, c/o Ressler & Ressler, P.C., 21 Yost Boulevard, Suite 301, Pittsburgh, PA 15221.

2. The defendant, JUSTINE WRIGHT, is an adult individual who resides at 801 West Weber Avenue, DuBois, Clearfield County, Pennsylvania 15801.

3. The defendant purchased various merchandise and/or cash advances from the plaintiff on the following line of credit: Greenwood Trust Company/Discover **Account No. 6011 0021 6800 6815.**

4. The defendant has refused to pay, and now refuses to pay, the balance due and owing on the aforesaid account in the sum of NINE THOUSAND SEVEN HUNDRED SEVENTY AND 62/100 (\$9,770.62) plus costs of this action and reasonable attorney fees in the sum of \$1,465.59, as provided by the Discover® Financial Services Card Cardmember Agreement, a copy of which is attached hereto as Plaintiff's Exhibit "A".

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of Plaintiff and against defendant, in the sum of NINE THOUSAND SEVEN HUNDRED SEVENTY AND 62/100 (\$9,770.62) plus costs of this action, and reasonable attorney fees in the sum of \$1,465.59.

Respectfully submitted,

RESSLER & RESSLER, P.C

BY: 

Paul V. Ressler, Esquire

Attorney for Plaintiff

Greenwood Trust Company/Discover

ATTORNEY: STOCK  
6011002168006815

BALANCE: \$9770.62  
CARDMEMBER(S): JUSTINE WRIGHT

STATE OF OHIO  
COUNTY OF FRANKLIN

J. Williams, personally appeared before me, this day and after being duly sworn, according to law, upon her oath and says:

THIS person is the Legal Representative for **DISCOVER FINANCIAL SERVICES, INC.**, a GREENWOOD TRUST COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of: Delaware.

THAT their capacity as Legal Representative Affiant has control over and access to all records regarding the account of this debtor; further that the Affiant has personally inspected said account and statements regarding the balance due on said account. These Records are kept in the normal course of business.

THAT the undersigned Affiant being duly sworn deposes and says that there has not been a knowing violation of the State Consumer and Credit Laws regarding this transaction.

THAT the annexed statement of account, in favor of GREENWOOD TRUST COMPANY, is a true and correct statement and there is now due and owing to GREENWOOD TRUST COMPANY, the sum over and above all legal set-offs. 'Attached' hereto as exhibit A is a copy of the terms of the account which we forwarded with the charge card to the Cardmember(s).

THAT to the best of Affiant's knowledge and belief the defendant is employed in civilian life and by reason thereof is not engaged in the military service of the United States and is a resident of the State and of the Country in which this action has been filed.

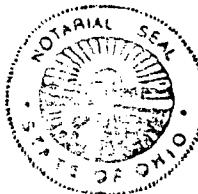
THAT this affidavit is made on the basis of Affiant's personal knowledge and in support of Plaintiff's suit on account against said Debtor.

Kimberly A. Fobes  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 03-28-04

J. Williams  
Affiant

Sworn and Subscribed before me  
this 3RD day of MARCH, 2000

Kimberly A. Fobes  
NOTARY



6011 0021 6800 6815	CARDMEMBER STATEMENT	16:58:28	03/03/00
WRIGHT, JUSTINE	CLOSING DATE: 02/12/00		
	VIEW DATE: 02 / 00		
CREDIT LIMIT: 9500	PAYMENT DUE DATE: 03/08/00	PREVIOUS BALANCE:	9524.86
CREDIT AVAIL: 0	MIN PAYMENT DUE: 1501.59	PAYMENTS/CREDITS: -	0.00-
	AMOUNT PAST DUE: 1297.59	PURCHASES/MISC: +	58.00
MULTIPLE STATEMENTS		CASH ADVANCES: +	0.00
		BALANCE TRANSFERS +	0.00
		FINANCE CHARGES: +	187.76
		NEW BALANCE: =	9770.62
OTHER/MISCELLANEOUS	02/12 LATE FEE		29.00
	02/12 OVERLIMIT FEE		29.00

F9-PREV F10-NEXT F11-VIEW DETAIL  
MSG: LAST PAGE OF THE STATEMENT

F5-CBB F6-FC  
F13-MSG F14-ADJ F15-REPRINT



## CARDMEMBER AGREEMENT

Please read this Agreement carefully before using your Discover® Card Account. It contains the terms and conditions of your Account, some of which may have changed from earlier materials provided to you. In the event of any differences, this Agreement shall control.

**AGREEMENT TERMS:** The word "Account" means your Discover Card Account. The word "Card" means any one or more Discover Cards issued to you or someone else with your authorization. The words "you", "your", or "yours" refer to, in addition to you, the Cardmember, any other person or persons who are also contractually liable under this Agreement. The words "we", "us" and "our" refer to Greenwood Trust Company, the Issuer of your Discover Card.

**ACCEPTANCE OF AGREEMENT.** The use of your Account or a Card, by you or anyone whom you authorize or permit to use your Account or a Card, means you accept this Agreement.

**USE OF YOUR ACCOUNT.** Your Account may be used for:

- Purchases - to purchase or lease goods or services from NOVUS™ Network merchants by presenting your Card or account number.
- Cash Advances - to obtain cash advances at NOVUS Cash Network® automated teller machines, from participating financial institutions or other locations, or by means of checks which we may furnish to you, all in accordance with such additional terms and conditions as may be imposed from time to time.
- Balance Transfers - to transfer balances from other credit card accounts by means of balance transfer coupons or checks, in accordance with such additional terms and conditions of offers that are made from time to time.

In addition, your Account may be used to guarantee hotel reservations at participating establishments. You will be liable for guaranteed reservations that are not canceled prior to the time specified by the establishment.

You agree that you will only use your Account for personal, family, household and charitable purposes. Your Account may not be used for business or commercial purposes or to obtain loans to purchase, carry or trade in securities. In addition, your Account may not be used to pay any amount you owe under this Agreement. Prior to its use, each Card must be signed by the person to whom it is issued. We are not responsible for the refusal of anyone to accept or honor a Card or to accept checks that we have provided you. You must return any Card or unused checks to us upon request.

**AUTHORIZED CARD USERS.** If you want to cancel the authorized or permitted use of your Account by another person, you must notify us in writing or by telephone and destroy any Card in that person's possession.



31507-HA11 REV. 2/96

**LIABILITY FOR UNAUTHORIZED USE.** If a Card is lost or stolen, or if you think that someone is using your Account or a Card without your permission, notify us immediately. You can notify us by telephoning 1-800-DISCOVER (1-800-347-2683), or by writing DISCOVER CARD, PO Box 15156, Wilmington, DE 19886-1002. You may be liable for the unauthorized use of a Card or your Account. You will not be liable for unauthorized use that occurs after you notify us, by phone or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00.

**CREDIT LIMIT.** We will advise you of your credit limit. We may increase or decrease your credit limit from time to time. You agree not to exceed or attempt to exceed your credit limit. You will exceed your credit limit if you allow your unpaid balance, including Finance Charges and fees, to exceed your credit limit. Your credit limit will not include the amount of any credit balance in your Account.

**PROMISE TO PAY.** You agree to pay us in U.S. Dollars for all purchases, cash advances and balance transfers including applicable Finance Charges and other charges or fees, incurred by you or anyone you authorize or permit to use your Account or a Card, even if you do not notify us that others are using your Account or a Card. We will convert purchases and cash advances made in a foreign currency to U.S. Dollars at a rate existing on the date of conversion. If you pay us in other than U.S. Dollars, we may refuse to accept the payment or charge your Account our cost to convert your payment to U.S. Dollars. All checks must be drawn on funds on deposit in the U.S.

If your Account is a joint Account, each of you agrees to be liable individually and jointly for the entire amount owed on your Account. We can accept late payments or partial payments or checks and money orders marked "payment in full" or with any other restrictive endorsement without losing any of our rights under this Agreement.

**MONTHLY BILLING STATEMENT.** We will send you a billing statement after each monthly billing period in which you have a debit or credit balance of \$1.00 or more. The billing statement will show all purchases, cash advances, balance transfers, Finance Charges and other charges or fees and all payments or other credits posted to your Account during the billing period. It will show your New Balance, Minimum Payment Due and Payment Due Date.

**MONTHLY PAYMENT OPTIONS.** You may at any time pay the entire New Balance shown on your billing statement, but each month you must pay at least the Minimum Payment Due. All payments must be mailed or delivered to us in Delaware at PO Box 6011, Dover, DE 19903-6011 or by using the envelope enclosed with such statement. All payments will be applied as determined in our discretion. We reserve the right to apply payments to balances subject to lower Annual Percentage Rates, such as special rate balance transfers, prior to balances subject to higher Annual Percentage Rates.

**MINIMUM MONTHLY PAYMENT.** The Minimum Payment Due each month will be the sum of any amount past due and the minimum monthly payment. The minimum monthly payment each month will be the greater of \$10.00 or an amount equal to 1/48th of the New Balance, rounded to the next higher whole dollar amount. However, if the New Balance is less than \$10, the minimum monthly payment will be the amount of the New Balance. You can pay ahead. The Minimum Payment Due for each monthly billing period will be reduced by the amount you have paid in excess of the Minimum Payment Due in any of the three previous monthly billing periods, less any portion of the

excess already used to reduce payments. However, there will be no reduction if you have exceeded your credit limit, or you have paid the entire New Balance shown on your billing statement. There will also be no reduction if your Account is not current, has not generally been paid in an acceptable manner or is otherwise not in good standing.

**CREDIT BALANCES.** We will refund any credit balance within seven business days from receipt of your written request. If you do not request a refund, we will automatically refund credit balances greater than \$1.00 which remain in your Account after two billing periods.

**BALANCE TRANSFERS.** We may periodically offer you the opportunity to transfer balances from other credit card accounts to your Account. Each offer will contain an initial special rate, which will be the Annual Percentage Rate that will apply to transferred balances for the time period specified in the offer. After the expiration of this time period, the Annual Percentage Rate that applies for purchases will apply to transferred balances. Balance transfers subject to the initial special rate are referred to as special rate balance transfers; balance transfers for which the initial special rate has expired are referred to as purchase rate balance transfers.

Each offer will contain an expiration date. If you attempt to transfer balances by means of a check after the expiration date, we will treat the transaction as a cash advance. We will not make balance transfers attempted by means of a coupon after the expiration date.

**PERIODIC FINANCE CHARGES.** Except as explained below, Periodic Finance Charges are imposed on purchases, cash advances and balance transfers from the date the transaction occurs to the date of repayment. If the transaction is posted to your Account after the close of the billing period in which it occurs, we will treat the transaction as having occurred on the first day of the billing period in which it is posted to your Account. We will assess Periodic Finance Charges as follows:

**(1) Current Billing Period**

Periodic Finance Charges are imposed for the current billing period on purchases, cash advances and balance transfers unless you paid, by the Payment Due Date, the New Balance shown on your previous billing statement. We compute Periodic Finance Charges each day by multiplying your daily balances of purchases, cash advances and balance transfers by the applicable Daily Periodic Rates. Only special rate balance transfers are included in the daily balance of balance transfers; purchase rate balance transfers are included in the daily balance of purchases. At the end of the billing period, we add up the results of these daily calculations to determine your Periodic Finance Charges for the billing period.

For purchases, the daily balance is calculated on each day by first adding the following to the previous day's daily balance: purchases made that day, fees charged that day (with the exception of Transaction Fee Finance Charges) and Periodic Finance Charges charged on the previous day's daily balance; and by then subtracting any credits and payments that are applied against the balance of purchases and purchase rate balance transfers on that day. On the first day of the billing period we also add to the balance those balance transfers that become purchase rate balance transfers on that day.

For cash advances, the daily balance is calculated on each day by first adding the following to the previous day's daily balance: cash advances made that day, Transaction Fee Finance Charges for cash advances made that day, and Periodic Finance Charges charged on the previous day's

daily balance; and by then subtracting any credits and payments that are applied against the balance of cash advances on that day.

For balance transfers, the daily balance is calculated on each day by first adding the following to the previous day's daily balance: balance transfers made that day and Periodic Finance Charges charged on the previous day's daily balance, and by then subtracting any credits and payments that are applied against the balance of balance transfers on that day. On the first day of the current billing period we also subtract from the balance those balance transfers that become purchase rate balance transfers on that day.

**(2) Previous Billing Period**

Periodic Finance Charges are imposed for the previous billing period on previous billing period purchases, cash advances and balance transfers unless Periodic Finance Charges were already imposed for that billing period, or you paid the New Balance shown on your previous billing statement by the Payment Due Date. To compute these charges, we use the same method of calculation that we use in calculating the Periodic Finance Charges for the current billing period, as described above, except that the applicable Daily Periodic Rates are applied to daily balances of purchases, cash advances and balance transfers for each day of the previous billing period. These daily balances are also computed as described above, with the "previous day's daily balance" considered to have been zero on the first day of the billing period.

**(3) Daily Periodic Rates and Annual Percentage Rates**

The Daily Periodic Rates applicable to purchases and cash advances for the current billing period and the previous billing period are based on the Annual Percentage Rate in effect for each billing period as determined below. The Daily Periodic Rates for each billing period are 1/365th of the Annual Percentage Rates in effect for the billing period. The Annual Percentage Rate for purchases may be changed based on changes in the rate level for which you qualify, as explained below.

The Annual Percentage Rates are determined in part by the Prime Rate. For purposes of this Agreement, the Prime Rate is the highest rate of interest listed as the "prime rate" in the money rates section of *The Wall Street Journal* on the last business day of the month. When the Prime Rate changes, the Annual Percentage Rates will change beginning on the first day of the first billing period which begins in the calendar month following the change in the Prime Rate. Increases in the Prime Rate may cause the Daily Periodic Rates, Periodic Finance Charges and Minimum Payment Due each month to increase. The Prime Rate is merely a pricing index and does not represent the lowest or best interest rate available to a borrower at any particular bank at any given time.

**(4) Annual Percentage Rate for Purchases**

We may have offered you an introductory rate on purchases. The introductory rate is the fixed Annual Percentage Rate that will apply to purchases for the time period specified in the offer. After expiration of this time period, the Annual Percentage Rate for purchases will be as described below.

The three Annual Percentage Rate levels for purchases are: the Standard Rate, the Better Rate and the Best Rate. The rate level for which you qualify is based on the total amount of purchases that you make during an annual period, as explained below. Purchases which compose this annual total are sometimes referred to as qualified purchases. We make certain appropriate adjustments to qualified purchases in respect of

Account activity (e.g., a credit issued for a returned purchase). You will qualify for the Standard Rate if total qualified purchases are less than \$500.00, the Better Rate if total qualified purchases are \$500.00 or more but less than \$1000.00, and the Best Rate if total qualified purchases are \$1000.00 or more.

You will qualify for and receive the Best Rate until your first Anniversary Date, subject to disqualification. We refer to the date that is the last day of the twelfth billing period after your Account was opened, and each annual anniversary of that date, as your Anniversary Date. On each Anniversary Date, we will determine your rate level based on total qualified purchases for the preceding 12 billing periods. The rate level will apply to purchases (including the outstanding purchase balance) beginning on the next day, subject to disqualification. You will not be eligible for the Better Rate or the Best Rate if on your Anniversary Date you have failed to make the Minimum Payment Due by the Payment Due Date for two consecutive billing periods.

If at any time you fail to make the Minimum Payment Due by the Payment Due Date for two consecutive billing periods, you will be disqualified from the Better Rate or the Best Rate and we will change your rate level to the Standard Rate. The Standard Rate will apply to purchases (including the outstanding purchase balance) from the first day of the second billing period in which you failed to make the Minimum Payment Due by the Payment Due Date until your next Anniversary Date.

If your Account is closed, the rate level (that is, the Standard Rate, the Better Rate or the Best Rate) in effect on the date your Account is closed will apply until your Account is paid in full, subject to disqualification as set forth above.

The Standard Rate is an ANNUAL PERCENTAGE RATE of (a) 19.8%, when the Prime Rate is lower than 10.9%, and (b) Prime Rate plus 8.9 percentage points, when the Prime Rate is 10.9% or more. The Better Rate is an ANNUAL PERCENTAGE RATE of Prime Rate plus 10.9 percentage points, but never exceeding the Standard Rate. The Best Rate is an ANNUAL PERCENTAGE RATE of Prime Rate plus 8.9 percentage points. The Better and Best Rates have a minimum of 12.9%. The Daily Periodic Rates and corresponding Annual Percentage Rates in effect on the date this Agreement is furnished to you are set forth in the enclosed "Additional Disclosure" or card carrier.

**(5) Annual Percentage Rate for Cash Advances**

The ANNUAL PERCENTAGE RATE for cash advances is (a) 19.8% when the Prime Rate is lower than 10.9%, and (b) Prime Rate plus 8.9 percentage points, when the Prime Rate is 10.9% or more. The Daily Periodic Rate and corresponding Annual Percentage Rate in effect on the date this Agreement is furnished to you are set forth in the enclosed "Additional Disclosure" or card carrier.

**(6) Annual Percentage Rate for Balance Transfers**

The Daily Periodic Rate and corresponding Annual Percentage Rate in effect for special rate balance transfers will be set forth in the offer from us under which you make the balance transfer. As indicated in the Balance Transfers Section above, purchase rate balance transfers will be subject to the Daily Periodic Rate and corresponding Annual Percentage Rate that apply to purchases. If you received an offer prior to your receipt of this Agreement, the Daily Periodic Rates and Annual Percentage Rates in effect on the date this Agreement is furnished to you are set forth in the enclosed "Additional Disclosure" or card carrier.

**TRANSACTION FEE FINANCE CHARGES.** We will charge you a Transaction Fee Finance Charge of 2.5% of the amount of each new cash advance. There is a minimum Transaction Fee FINANCE CHARGE of \$2.00 and no maximum Transaction Fee FINANCE CHARGE. The imposition of Transaction Fee Finance Charges may result in an Annual Percentage Rate for cash advances that is higher than the nominal Annual Percentage Rate. All forms of cash advances, including the use of Discover Card checks, regardless of the purpose for which used, are subject to Transaction Fee Finance Charges. To obtain the total Finance Charge on cash advances for each billing period, we add any Transaction Fee Finance Charges for the billing period charged under this section to any Periodic Finance Charges calculated under the Periodic Finance Charges section above.

**MINIMUM PERIODIC FINANCE CHARGE.** We will charge you a minimum Periodic FINANCE CHARGE of \$.50 for any billing period in which some Periodic FINANCE CHARGE of less than \$.50 would otherwise be imposed.

**RETURNED CHECK FEE.** We will charge you a Returned Check Fee of \$15.00 each time you pay us with a check that is returned unpaid. This fee will also apply if a debit transaction to a deposit account from which you have authorized us in writing to periodically deduct all or a part of an amount you owe us under this Agreement is returned unpaid.

**LATE FEE.** We will charge you a Late Fee of \$20.00 if you fail to make a required payment within 20 days after the Payment Due Date in any month.

**RESEARCH FEE.** We may charge you a Research Fee of \$5.00 for each copy of a billing statement or sales slip that you request. However, we will not charge a fee if you request copies in connection with a billing error.

**OVERLIMIT FEE.** We will charge you an Overlimit Fee of \$15.00 for each billing period in which you exceed your credit limit. This fee may be charged even if the transaction which causes you to exceed your credit limit is authorized by us or if you exceed your credit limit due to the posting of finance charges or fees to your Account.

**DEFAULT-COLLECTION COSTS.** You are in default if you become insolvent, if you file a bankruptcy petition or have one filed against you, or if you fail to comply with the terms of this Agreement, including failing to make a required payment when due or exceeding your credit limit. If you are in default and we refer the collection of your Account to an attorney, we may charge you reasonable attorneys' fees and court or other collection costs as permitted by law and as actually incurred by us.

**CANCELLATION.** You may cancel your Account by notifying us in writing or by telephone and returning or destroying every Card and unused check that we have provided you. Of course, you will still be responsible to pay any amount you owe us according to the terms of this Agreement. If your Account is a joint Account, each of you may cancel your Account. We may cancel or suspend your Account at any time without notice. We may also declare the entire balance of your Account immediately due and payable without notice, if you are in default. If we have a reasonable belief that you are unable or unwilling to repay your obligations to us, if you are insolvent, if you file a bankruptcy petition or have one filed against you or if you die, we may choose not to renew your Account (beyond the expiration date shown on the face of a Card) without notice.

**PRIVACY.** We may investigate your credit, employment and income records and verify your credit references. We also may report to credit reporting agencies and other creditors the status and payment history of your Account including negative credit information. We normally report to such credit reporting agencies each month. We will not release this information about your

Account to any other party without your prior written permission or legal process. However, if you are in default, you violate the terms of this Agreement or you file a bankruptcy petition or have one filed against you, we may release information about your Account to third parties who may assist us in enforcing our rights under this Agreement. We may also include your name and address and other identifying information on lists of Cardmembers furnished to companies selling products or services that may be of interest to you. Our supervisory personnel may listen to or record telephone calls between you and our representatives in order to evaluate the quality of our service to our Cardmembers without notice to you. We may use automated telephone equipment or pre-recorded telephone calls to contact you about your Account.

**CREDIT AUTHORIZATIONS.** Certain purchases and cash advances will require our authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction. We will not be liable to you if any of these events happen.

**CHANGE OF TERMS.** We may change any term or part of this Agreement, including any finance charge rate, fee or method of computing any balance upon which the finance charge rate is assessed, by sending you a written notice at least 30 days before the change is to become effective. We may apply any such change to the outstanding balance of your Account on the effective date of the change and to new charges made after that date. If you do not agree to the change, you must notify us in writing within 30 days after the mailing of the notice of change of the address provided in the notice of change, in which case your Account will be closed and you must pay us the balance that you owe us under the existing terms of the unchanged Agreement. Otherwise, you will have agreed to the changes in the notice. Use of your Account after the effective date of the change will be deemed acceptance of the new terms as of such effective date, even if you previously notified us that you did not agree to the change.

**CHANGE OF ADDRESS.** If you change your address you must notify us of your new address within 15 days.

**ASSIGNMENT OF ACCOUNT.** We may sell, assign or transfer your Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account without first obtaining our prior written consent.

**GOVERNING LAW.** This Agreement will be governed by the laws of the State of Delaware and applicable federal laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

Greenwood Trust Company  
DISCOVER CARD

*J. B. Hunter*  
Vice President

**FILED**

JUL 05 2000

10:38 AM  
William A. Shaw  
Prothonotary

at the Recorder  
Pd \$80.00

ICC Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENWOOD TRUST COMPANY T/A  
VS  
WRIGHT, JUSTINE

00-785-CD

COMPLAINT

SHERIFF RETURNS

NOW JULY 11, 2000 AT 1:37 PM DST SERVED THE WITHIN COMPLAINT  
ON JUSTINE WRIGHT, DEFENDANT AT EMPLOYMENT DUBOIS UNITED  
WAY, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO  
JUSTINE BOLAM A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCINTOSH/COUDRIET

47.64 SHFF. HAWKINS PAID BY: ATTY  
10.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

20th DAY OF July 2000  
William A. Shaw

SO ANSWERS,

*Chester A. Hawkins*  
*by Marlyn Hark*  
CHESTER A. HAWKINS  
SHERIFF

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

FILED

JUL 20 2000  
m 10:32  
William A. Shaw  
Prothonotary  
*W.A.S.*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENWOOD TRUST COMPANY  
t/a DISCOVER CARD,  
Plaintiff

CIVIL DIVISION

vs.

No. 00-785-CD

54 JUSTINE WRIGHT,  
Defendant.

PRAECIPE FOR DEFAULT JUDGMENT

Filed on behalf of Plaintiff, Greenwood  
Trust Company, t/a Discover Card.

Counsel of Record for this party:

Paul V. Ressler, Esquire  
PA I.D. #25626

FIRM No. 739

21 Yost Boulevard, Suite 301  
Forest Hills, PA 15221-5283  
(412) 824-6944

**FILED**

*Rec'd*

AUG 17 2000 *\*20-*

*in 1:00 p.m.*

William A. Shaw  
Prothonotary

*Notice to Defendant  
Statement to Attorney *See**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

GREENWOOD TRUST COMPANY/DISCOVER, :  
Plaintiff, :  
vs. : No. 00-785-CD  
JUSTINE WRIGHT, :  
Defendant. :  
:

PRAECIPE FCR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Dear Sir:

WHEREAS, the Complaint in the within captioned case was served upon the defendant by the CLEARFIELD County Sheriff on the 11<sup>th</sup> day of July, 2000, as Ordered by this Honorable Court on the 11<sup>th</sup> day of July, 2000, said proof of service having been filed, and certificates of mailing attached hereto; and

WHEREAS, the ten (10) day Important Notice of Default was served upon defendant, JUSTINE WRIGHT, by First Class Mail, postage prepaid, on the 4<sup>th</sup> day of August, 2000, certificate of mailing and notice attached hereto; and

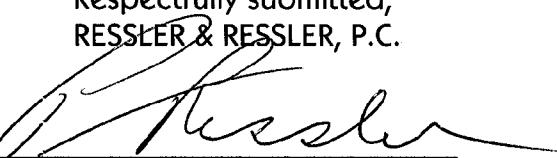
WHEREAS, defendant, JUSTINE WRIGHT, has failed to file responsive pleading to the Complaint.

NOW THEREFORE, you are hereby directed to enter Judgment in favor of plaintiff and against defendant, JUSTINE WRIGHT, as follows:

Principal Amount of Claim	\$ 9,770.62
Attorney Fees	\$ 1,465.59
Judgment Costs	\$ 165.00
Total	\$11,401.21

Respectfully submitted,  
RESSLER & RESSLER, P.C.

By:

  
Paul V. Ressler, Esquire  
Attorney for Plaintiff  
Greenwood Trust Co./Discover

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

*Kessler & Kessler, P.C.  
211 Post Blvd., Ste. 301  
Pittsburgh, PA 15201*

One piece of ordinary mail addressed to:

*Justine Wright  
801 West Weber Avenue  
Dubois, PA 15801*

Affix fee here in stamps  
or meter postage and  
post mark. Inquire of  
Postmaster for current  
fee.

USA

PS Form 3817, Mar. 1989

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

GREENWOOD TRUST CO./DISCOVER, :  
Plaintiff, :  
vs. : No. 00-785-CD  
JUSTINE WRIGHT, :  
Defendant. :

**NOTICE OF PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO DEFENDANT:

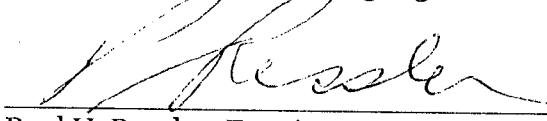
**JUSTINE WRIGHT  
801 WEST WEBER AVENUE  
DUBOIS, PA 15801**

Date of Notice: August 3, 2000

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

**LAWYER REFERRAL SERVICE  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
SECOND & MARKET STREETS  
CLEARFIELD, PA 16830  
TELEPHONE 814-765-2641 EXT. 50-51**

  
Paul V. Ressler, Esquire  
21 Yost Boulevard - Suite 301  
Forest Hills, PA 15221  
(412) 824-6944

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

GREENWOOD TRUST CO./DISCOVER, :  
Plaintiff, :  
vs. : No. 00-785-CD  
JUSTINE WRIGHT, :  
Defendant. :  
:

NOTICE OF JUDGMENT

To the Defendant:

*JUSTINE WRIGHT  
801 WEST WEBER AVENUE  
DUBOIS, PA 15801*

PLEASE BE ADVISED that judgment has been entered against you and  
in favor of plaintiff, GREENWOOD TRUST CO./DISCOVER, in the above  
captioned case, as follows:

Amount of Judgment	\$9,770.62
Attorney Fees	\$1,465.59
Judgment Costs	\$ 165.00
Total	\$11,401.21

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

\_\_\_\_\_  
Prothonotary/Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

GREENWOOD TRUST COMPANY  
t/a DISCOVER CARD  
Plaintiffs (s)

Docket: 281

No.: 00-785-CD

Real Debt: \$11,401.21

Atty's Comm:

Vs.

Costs: \$

Int. From:

JUSTINE WRIGHT  
Defendant (s)

Entry: \$20.00

Instrument: DEFAULT JUDGMENT

Date of Entry: AUGUST 17, 2000

Expires: AUGUST 17, 2005

Certified from the record this 17th day of August , 2000.

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William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

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Plaintiff/Attorney

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

**GREENWOOD TRUST COMPANY,**  
**Plaintiff,**

vs.

**CIVIL DIVISION**

**No. 00-785-CD**

**JUSTINE WRIGHT,**  
**Defendant.**

**PRAECIPE TO SATISFY**  
**THE DOCKET**

Filed on behalf of Plaintiff, Greenwood  
Trust Company

Counsel of Record for this party:

Paul V. Ressler, Esquire  
PA I.D. #25626

FIRM No. 739

21 Yost Boulevard, Suite 301  
Forest Hills, PA 15221-5283  
(412) 824-6944

**FILED**

MAY 06 2004

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

GREENWOOD TRUST COMPANY, :  
Plaintiff, :  
vs. : No. 00-785-CD  
JUSTINE WRIGHT, :  
Defendant. :  
:

**PRAECIPE TO SATISFY THE DOCKET**

To the Prothonotary:

Dear Sir:

Kindly mark the judgment entered at the docket in the above  
captioned matter as satisfied.

Respectfully submitted

RESSLER & RESSLER, P.C.

By:



Paul V. Ressler, Esquire  
Attorney for Plaintiff  
Greenwood Trust Company

FILED  
10:35 AM PL 7.00  
1 cent to copy  
MAY 06 2004  
William A. Shaw  
Prothonotary

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

**CIVIL DIVISION**

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

No.: 2000-00785-CD

Greenwood Trust Company

Debt: \$

Vs.

Atty's Comm.:

Justine Wright

Interest From:

Cost: \$

NOW, Thursday, May 06, 2004 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 6th day of May, A.D. 2004.

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Prothonotary