

00-1167-CD  
Discover Bank vs Thomas Foster

00

00-1167-CD

Discover Bank by Discover Financial Services vs.  
Thomas E. Foster et.al.

EDWARD STOCK, ESQUIRE  
I.D.#13657  
18th Floor  
1608 Walnut Street  
Philadelphia, Pa. 19103  
(215) 893-9322

Attorney for Plaintiff

W4  
DISCOVER BANK, ISSUER OF DISCOVER CARD,  
BY ITS AGENT DISCOVER FINANCIAL SERVICES,  
INC.  
P.O. Box 6011  
Dover, DE 19903-6011  
Plaintiff

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY  
CIVIL ACTION-LAW

vs.

95  
25 THOMAS E. FOSTER and  
CAROLYN J. FOSTER  
211 State Street  
Curwensville, PA 16833  
Defendants

NO. 00-1167-CD

**FILED**

SEP 18 2000

W4:00/1007  
William A. Shaw PO  
Prothonotary 80 BY ATT  
2 CERO TO 5 HEE  
"AVISO"

CIVIL ACTION

**"NOTICE"**

"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 other 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 A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERENCE SERVICES

David S. Meholick  
Court Administrator  
1 North Second Street  
Clearfield, PA 16830  
814-765-2641

"Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted."

"LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL. (Servicio DeReferencia DeAbogados)

David S. Meholick  
Court Administrator  
1 North Second Street  
Clearfield, PA 16830  
814-765-2641

EDWARD STOCK, ESQUIRE  
I.D.#13657  
18th Floor  
1608 Walnut Street  
Philadelphia, Pa. 19103  
(215) 893-9322

Attorney for Plaintiff

DISCOVER BANK, ISSUER OF  
DISCOVER CARD, BY ITS AGENT  
DISCOVER FINANCIAL SERVICES,  
INC.

P.O. Box 6011  
Dover, DE 19903-6011  
Plaintiff

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY  
CIVIL ACTION-LAW

vs.

NO.

THOMAS E. FOSTER and  
CAROLYN J. FOSTER  
211 State Street  
Curwensville, PA 16833  
Defendant(s)

CIVIL ACTION

COMPLAINT IN ASSUMPSIT

1. Plaintiff, Discover Bank, issuer of Discover Card, by its agent Discover Financial Services, Inc., is a duly organized banking institution under the laws of the State of Delaware and has a principal place of business at the address contained in the above caption.

2. Defendant(s), Thomas E. Foster and Carolyn J. Foster are adult individuals and reside at the address contained in the above caption.

3. In or about May 1989, the Defendant(s) applied to the Plaintiff for a Private Issue account which application was approved by the Plaintiff, with the result that the Plaintiff issued to the Defendant(s) a

Private Issue credit card for their use so that the Defendant(s) could make purchases from merchants, on credit, who had established a business relationship with the Plaintiff in regard to the same.

4. Plaintiff attaches hereto a copy of the standard Cardmember Agreement to this Complaint as Exhibit "A" which contains the terms and conditions of the undertaking between the Plaintiff and the Defendant(s).

5. Thereafter, the Defendant(s) utilized the said Private Issue credit card on various and sundry occasions.

6. Plaintiff attaches hereto as Exhibit "B" to this Complaint, a true and correct copy of the last monthly statement in regard to the activities in connection with the Defendants' account and also attaches hereto as Exhibit "C" to this Complaint, an Affidavit from the Plaintiff attesting to the present balance due the Plaintiff from the Defendant(s) in regard to the said account.

7. Notwithstanding repeated requests and demands of the Plaintiff upon the Defendant(s) to satisfy the outstanding indebtedness in the sum of \$9,106.11, the Defendant(s) have and still refuse to pay the same.

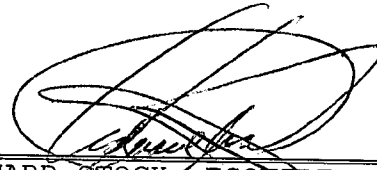
8. As a result thereof, Plaintiff has been forced to incur reasonable attorney collection fees in the sum of \$1,365.92 in an attempt to legally enforce

collection of the debt due it from the Defendant(s), which reasonable attorney fees are the responsibility of the Defendant(s) to pay in accordance with the Cardmember Agreement.

9. THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.


**WHEREFORE**, Plaintiff, Discover Bank, issuer of Discover Card, by its agent Discover Financial Services, Inc., demands Judgment against the Defendant(s), Thomas E. Foster and Carolyn J. Foster, individually and jointly, in the sum of \$10,472.03, with interest and costs.

DATE: 9/15/00

  
\_\_\_\_\_  
EDWARD STOCK, ESQUIRE

VERIFICATION

EDWARD STOCK, ESQUIRE, Attorney for Plaintiff herein, verifies that the statements made in this Pleading are true and correct and that he is authorized to make them on behalf of the Plaintiff. He understands that the statements herein are made subject to the penalties of 18 Pa. C.S.A. Sec. 4904, relating to unsworn falsification to authorities.

  
EDWARD STOCK, ESQUIRE



## CARDMEMBER AGREEMENT

Please read this Agreement carefully before using your Private Issue® 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 Private Issue Card Account. The word "Card" means any one or more Private Issue 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 Private Issue 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 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.



33628-MAT'L REV. 6/96

**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 1-800-4PI-CARD (1-800-474-2273), or by writing PRIVATE ISSUE, PO Box 15806, Wilmington, DE 19886-5806. 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 we may 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 you: 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 7061, Dover DE 19903-7061 or by using the envelope enclosed with the 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 \$10.00, 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 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.**

##### **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 or 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  $1/365$ th of the Annual Percentage Rates in effect for the billing period. The Annual Percentage Rate for purchases may be changed if you change your Financial Option, 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 Annual Percentage Rate for purchases is determined by the Financial Option you selected. If you did not select a Financial Option, you have the Cashback Bonus Award option. You may change your Financial

Option, but no more than once during each anniversary year, as defined below. The Annual Percentage Rate for purchases may change as a result of a change in your Financial Option beginning on the first day of the billing period which begins following the change in the Financial Option. Anniversary year is the one-year period comprising the first twelve billing periods of your Account, and each successive one-year period comprising twelve billing periods.

For the Cashback Bonus Award option or the 5% Interest Rebate option, the ANNUAL PERCENTAGE RATE for purchases is Prime Rate plus 8.9 percentage points. For the Rate Advantage option, the ANNUAL PERCENTAGE RATE for purchases is Prime Rate plus 5.9 percentage points. These rates have a minimum of 11.9%.

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 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.

**ANNUAL FEE.** You agree to pay us, at the beginning of each anniversary year, a nonrefundable Annual Fee of \$18.00. The Annual Fee is waived for the first anniversary year. The Annual Fee is waived in subsequent anniversary years for the 5% Interest Rebate or the Rate Advantage options, if you have made at least six transactions (purchases, cash advances or balance transfers) or

\$1,000.00 in transactions during your previous anniversary year. If you change your Financial Option from the 5% Interest Rebate or the Rate Advantage option to the Cashback Bonus Award option and have met the requirements for waiver of the Annual Fee in the current anniversary year, you will be charged a pro-rated Annual Fee for the remainder of the anniversary year.

If applicable, the Annual Fee will be charged at the beginning of each anniversary year that your Account is renewed, unless you notify us not to renew your Account. You may have more than one Card per Account, but still be charged only one Annual Fee for that Account.

**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.

**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.

**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.

**REPLACEMENT CARD FEE.** We may charge you a Replacement Card Fee of \$2.00 for each replacement Card we issue on 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 prerecorded 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.

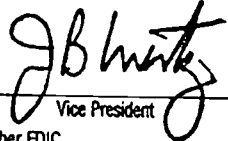
**CHANGE OF TERMS.** We may change any term or part of this Agreement, including any finance charge rate, fee or method of computing any balance upon which the finance rate is assessed, by sending you a written notice at least 30 days before the change is to become effective. We may apply any such change 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 the change at 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  
PRIVATE ISSUE

  
Vice President

©1996 Greenwood Trust Company, Member FDIC

6011 3006 6350 0088	CARDMEMBER STATEMENT	17:47:54	03/03/00
FOSTER, THOMAS E	CLOSING DATE: 02/20/00		
FOSTER, CAROLYN J	VIEW DATE: 02 / 00		
CREDIT LIMIT: 8700	PAYMENT DUE DATE: 03/17/00	PREVIOUS BALANCE:	8880.73
CREDIT AVAIL: 0	MIN PAYMENT DUE: 1388.00	PAYMENTS/CREDITS: -	0.00-
	AMOUNT PAST DUE: 1198.00	PURCHASES/DEBITS: +	58.00
MULTIPLE STATEMENTS		CASH ADVANCES: +	0.00
		BALANCE TRANSFERS +	0.00
		FINANCE CHARGES: +	167.38
		NEW BALANCE: =	9106.11
MISC CHARGES & PURCH	02/20 LATE FEE		29.00
	02/20 OVERLIMIT FEE		29.00

F9-PREV F10-NEXT F11-VIEW DETAIL	F5-CBB F6-FC
MSG: LAST PAGE OF THE STATEMENT	F13-MSG F14-ADJ F15-REPRINT

ATTORNEY: EDWARD STOCK  
6011300663500088  
BALANCE: 9106.11  
CARDMEMBER(S): THOMAS E. FOSTER

STATE OF OHIO  
COUNTY OF FRANKLIN

Amber Uleriy personally appeared before me, this day and after being duly sworn, according to law, upon his/her oath and says:

THAT he/she is an account manager for DISCOVER FINANCIAL SERVICES, INC. the servicing agent of GREENWOOD TRUST COMPANY, an FDIC-insured Delaware state bank.

THAT in their capacity as Account Manager 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 the 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.

Amber Uleriy  
Affiant

NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES

Sworn and Subscribed before me  
this 13 day of June

Doris Walker Allen  
NOTARY



DORIS WALKER ALLEN  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
Feb. 15, 2005

EXHIBIT "C"

ATTORNEY: EDWARD STOCK  
6011300663500088  
BALANCE: 9106.11  
CARDMEMBER(S): CAROLYN J. FOSTER

STATE OF OHIO  
COUNTY OF FRANKLIN

Amber Uliery personally appeared before me, this day and after being duly sworn, according to law, upon his/her oath and says:

THAT he/she is an account manager for DISCOVER FINANCIAL SERVICES, INC. the servicing agent of GREENWOOD TRUST COMPANY, an FDIC-insured Delaware state bank.

THAT in their capacity as Account Manager 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 the 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.

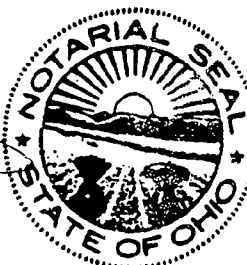
THAT this affidavit is made on the basis of Affiant's personal knowledge and in support of Plaintiff's suit on account against said Debtor.

Amber Uliery  
Affiant

NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES

Sworn and Subscribed before me  
this 13 day of June

[Signature]  
NOTARY



DORIS WALKER ALLEN  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
Feb. 15, 2005

EXHIBIT "C"

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10198

DISCOVER BANK, ISSUER OF

VS.

FOSTER, THOMAS E.

00-1167-CD

COMPLAINT IN ASSUMPSIT

SHERIFF RETURNS

NOW SEPTEMBER 21, 2000 AT 8:58 AM DST SERVED THE WITHIN COMPLAINT IN ASSUMPSIT ON THOMAS E. FOSTER, DEFENDANT AT RESIDENCE 211 STATE ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO THOMASE. FOSTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN ASSUMPSIT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: MCINTOSH

NOW SEPTEMBER 21, 2000 AT 8:58 AM DST SERVED THE WITHIN COMPLAINT IN ASSUMPSIT ON CAROLYN J. FOSTER, DEFENDANT AT RESIDENCE 211 STATE ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO THOMAS FOSTER, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN ASSUMPSIT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: MCINTOSH

Return Costs

Cost	Description
30.57	SHFF. HAWKINS PAID BY: ATTY
20.00	SURCHARGE PAID BY: ATTY

FILED


OCT 04 2000

013:27pm  
William A. Shaw  
Prothonotary


JK

Sworn to Before Me This

4th Day Of October 2000

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

So Answers,

  
by Maurye Harris  
Chester A. Hawkins  
Sheriff

EDWARD STOCK, ESQUIRE  
I.D.#13657  
18th Floor  
1608 Walnut Street  
Philadelphia, Pa. 19103  
(215) 893-9322

Attorney for Plaintiff

DISCOVER BANK, ISSUER OF  
DISCOVER CARD BY ITS AGENT  
DISCOVER FINANCIAL SERVICES,  
INC.

P.O. Box 6011  
Dover, DE 19903-6011  
Plaintiff

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY  
CIVIL ACTION-LAW

**FILED**

NOV 27 2000

William A. Shaw  
Prothonotary

vs.

THOMAS E. FOSTER and  
CAROLYN J. FOSTER  
211 State Street  
Curwensville, PA 16833  
Defendant(s)

NO. 00-1167-CD

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Enter Judgment by Default in favor of the  
Plaintiff, Discover Bank, issuer of Discover Card  
by its agent Discover Financial Services Inc., and  
against the Defendant(s), Thomas E. Foster and Carolyn  
J. Foster, for failure to Answer the Civil Action  
Complaint. Assess Plaintiff's damages in the sum of  
\$10,472.03 in accordance with the prayer of the  
Complaint.

DATE: 11/27/00


  
EDWARD STOCK, ESQUIRE

I hereby assess damages in the sum of \$10,472.03  
in favor of the Plaintiff, Discover Bank, issuer of  
Discover Card Discover Financial Services, Inc., and



against the Defendant(s), Thomas E. Foster and Carolyn  
J. Foster, as above.

DATE: November 27, 2000

  
\_\_\_\_\_  
PRO PROTHY

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF PHILADELPHIA:

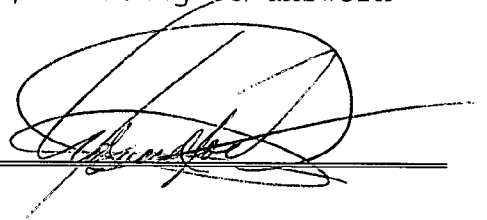
EDWARD STOCK, ESQUIRE being duly sworn according to law,  
deposes and says:

(a) That the Defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended;

(b) That Defendant Thomas E. Foster, is approximately 40 years of age, resides at 211 State Street, Curwensville, PA 16833, and is self-employed.

(c) That Defendant Carolyn J. Foster, is approximately 40 years of age, resides at 211 State Street, Curwensville, PA 16833, and is a housewife.

Affiant has ascertained the foregoing information by personal investigation and makes this Affidavit in due authority, and he understands that the statements herein are made subject to the penalties of 18 Pa. C.S. Sec. 4904, relating to unsworn falsification to authorities.

A handwritten signature, likely of Edward Stock, is written over a horizontal line. The signature is cursive and somewhat stylized, with a large loop at the end.

DISCOVER BANK, ISSUER OF COURT OF COMMON PLEAS  
DISCOVER CARD BY ITS AGENT CLEARFIELD COUNTY  
DISCOVER FINANCIAL SERVICES, CIVIL ACTION-LAW  
INC.

vs.

THOMAS E. FOSTER and NO. 00-1167-CD  
CAROLYN J. FOSTER  
Defendant(s)

CERTIFICATION UNDER PA. R.C.P. 237.1

EDWARD STOCK, ESQUIRE, Attorney for Plaintiff,  
Discover Bank, Issuer of Discover Card by its agent  
Discover Financial Services, Inc., certifies that he  
sent a copy of the attached Notice on October 19, 2000  
by regular mail, to the Defendant(s) at the address at  
which the Defendant(s) was/were served with a copy of  
the Complaint by the Office of the Sheriff, as  
indicated by the court records.

DATE:

11/22/02

  
\_\_\_\_\_  
EDWARD STOCK, ESQUIRE  
Attorney for Plaintiff

DISCOVER BANK, ISSUER OF DISCOVER CARD  
BY ITS AGENT DISCOVER FINANCIAL  
SERVICES, INC.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Plaintiff

vs.

THOMAS E. FOSTER and  
CAROLYN J. FOSTER

Defendant(s)

NO. 00-1167-CD

TO: Thomas E. Foster and  
Carolyn J. Foster  
211 State Street  
Curwensville, PA 16833

DATE: October 19, 2000

**IMPORTANT NOTICE**


YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN 10 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 REFERENCE SERVICES  
David S. Meholick, Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
814-765-2641

**AVISO IMPORTANTE**

USTED ESTA EN REBELDIA PORQUE HA FALLADO EN TOMAR LA ACCION EXIGIDA DE SU PARTE EN ESTE CASO. A MENOS DE QUE USTED ACTUE DENTRO DE DIEZ DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE REGISTRAR EN SENTENCIA CONTRA USTED, SIN EL BENEFICIO DE UNA AUDIENCIA Y PUEDE PERDER SU PROPIEDAD O OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR AVISO A UN ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO Y NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, DEBE COMUNICARSE CON LA SIGUIENTE OFICINA PARA AVERIGUAR DONDE PUEDE OBTENER AYUDA LEGAL:

SERVICIO DE REFERENCIA LEGAL  
David S. Meholick, Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
814-765-2641

  
EDWARD STOCK, ESQUIRE  
18th Floor  
1608 Walnut Street  
Philadelphia, Pa. 19103  
(215) 893-9322

FILED

01353-241  
NOV 27 2000

Att'y. od.  
\$120.00  
No CC

William A. Shaw  
Prothonotary

Notice to Defendants  
w/ <sup>sealed</sup> copy of Prose  
Statement to Plaintiff

BA  
8/23

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DISCOVER BANK, ISSUER OF DISCOVER CARD BY\*  
ITS AGENT DISCOVER FINANCIAL SERVICES, INC.

Plaintiff(s)

vs

THOMAS E. FOSTER  
CAROLYN J. FOSTER

Defendant(s)

File No. 00-1167-CD

NOTICE OF FILING JUDGMENT

( ) Notice is hereby given that a Judgment  
in the above-captioned matter has been entered against you in  
the amount of \$10,472.03 on November 27, 192000.

( ) A copy of all documents filed with the Prothonotary in support  
of the within judgment is/are enclosed.

~~XXXXXXXXXXXXXXXXXXXX~~

Prothonotary/Clerk, Civil Div.

by: *William L. Foster*

If you have any questions regarding this Notice, please contact the  
filing party:

NAME: EDWARD STOCK, ESQUIRE

ADDRESS: 18th Fl., 1608 Walnut St.

Phila., PA 19103

TELEPHONE NO. 215-893-9322

(This Notice is given in accordance with Pa.R.C.P. 236.)

COPY

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

DISCOVER BANK, ISSUER OF DISCOVER CARD BY\*  
ITS AGENT DISCOVER FINANCIAL SERVICES, INC.  
\*

Plaintiff(s)

vs

THOMAS E. FOSTER  
CAROLYN J. FOSTER

Defendant(s)

\* File No. 00-1167-CD  
\*

\* NOTICE OF FILING JUDGMENT  
\*  
\*

- ( ) Notice is hereby given that a Judgment  
in the above-captioned matter has been entered against you in  
the amount of \$10,472.03 on November 27, 192000.  
( ) A copy of all documents filed with the Prothonotary in support  
of the within judgment is/are enclosed.

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

Prothonotary/Clerk, Civil Div.

by: 

If you have any questions regarding this Notice, please contact the  
filing party:

NAME: EDWARD STOCK, ESQUIRE

ADDRESS: 18th Fl., 1608 Walnut St.

Phila., PA 19103

TELEPHONE NO. 215-893-9322

(This Notice is given in accordance with Pa.R.C.P. 236.)

COPY

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

Discover Bank  
Discover Financial Services  
Plaintiff(s)

No.: 2000-01167-CD

Real Debt: \$10472.03

Atty's Comm:

Vs.

Costs: \$

Int. From:

Thomas E. Foster  
Carolyn J. Foster  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 27, 2000

Expires: November 27, 2005

Certified from the record this 27th day of November, 2000

\_\_\_\_\_  
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.

\_\_\_\_\_  
Plaintiff/Attorney