

02-680-CD  
DISCOVER BANK et al "vs" THOMAS C. WOODEL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DISCOVER BANK, by its servicing  
agent, DISCOVER FINANCIAL  
SERVICES, INC., a corporation

CIVIL DIVISION

No. 2002-680-CD

v.

THOMAS C. WOODEL,  
an individual

Defendant(s),

COMPLAINT

Code No. \_\_\_\_\_

Issue No. \_\_\_\_\_

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

SEEWALD, SWARTZ & ASSOCIATES  
16th FLOOR LAW AND FINANCE BUILDING  
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300  
28404

**NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE**

**FILED**  
APR 29 2002

William A. Shaw  
Prothonotary

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

DISCOVER BANK, by its servicing  
agent, DISCOVER FINANCIAL  
SERVICES, INC., a corporation

Plaintiff(s),

v.

No. 2002

THOMAS C. WOODEL,  
an individual

Defendant(s),

NOTICE TO DEFEND AND CLAIM RIGHTS

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 days (20) 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.

PENNSYLVANIA LAWYER REFERRAL SERVICE  
100 South Street  
P.O. Box 186  
Harrisburg, PA 17108

1-800-692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISIONDISCOVER BANK, by its servicing  
agent, DISCOVER FINANCIAL  
SERVICES, INC., a corporation

Plaintiff(s),

No. 2002

v.

THOMAS C. WOODEL,  
an individual

Defendant(s),

## COMPLAINT

1. Plaintiff(s) is DISCOVER BANK, by its servicing agent, DISCOVER FINANCIAL SERVICES, INC., a corporation. Plaintiff's address is DISCOVER CARD CHARGE-OFF, HILLIARD OH 430260000.
2. Defendant(s) is THOMAS C. WOODEL, an individual. Defendant's address is RR 1 BOX 199, GRAMPIAN PA 16838-9616.
3. Plaintiff's subsidiary Discover Financial Services, Inc., at Defendant's request, opened for the Defendant a Discover Card account number 6011 0022 4005 2860. Defendant thereafter used the account by making charges to the same and there is a balance due and unpaid, despite demand, in the amount of \$3954.85, ever since January 31, 2002, plus interest at the contract rate of 19.80% per year and plus reasonable attorney fees as authorized by the account agreement.
4. Attached hereto as Exhibit "A", and incorporated herein by reference as though herein set forth at length, are true and correct copies of the documents of the account.

WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$3,954.85 plus interest from January 31, 2002 and a reasonable attorney's fee and costs.

  
Louis B. Swartz  
Attorney for PLAINTIFF

DISCOVER

*payment due date  
January 30, 2002  
minimum payment due  
\$648.00*

*new balance*  
\$0.00

account number **6011 0022 4005 2860**  
enter amount enclosed below

\$

T003241

C WOODEL  
RR 1 BOX 199  
GRAMPIAN PA 16838-9616

**Great Balance Transfer rates!  
Call 1-800-767-7339 to see if  
an offer is available for you.**

PO BOX 15251  
WILMINGTON DE 19886-5251

*Address or telephone change? Please print change in the space above.*



**Closing Date: January 31, 2002** page 1 of 1

<b>Cashback Bonus® Anniversary Date:</b>	November 5	
<b>Cashback Bonus Award</b>	<i>this period</i>	<i>to date</i>
<i>Traditional Cashback Bonus award</i>	\$0.00	\$0.00
<b>Special Cashback Bonus accrued</b>	\$0.00	\$0.00
<b>Total</b>	\$0.00	\$0.00

## **Discover Card Account Summary**

<i>account number</i>	6011 0022 4005 2860
<i>payment due date</i>	January 30, 2002
<i>minimum payment due</i>	\$648.00
<i>credit limit</i>	\$2,100.00
<i>credit available</i>	\$0.00
<i>cash credit limit</i>	\$1,050.00
<i>cash credit available</i>	\$0.00

<i>previous balance</i>	\$3,954.85
<i>payments and credits</i>	- 3,954.85
<i>purchases</i>	+ 0.00
<i>cash advances</i>	+ 0.00
<i>balance transfers</i>	+ 0.00
<b>FINANCE CHARGES</b>	+ 0.00
<i>new balance</i>	= \$0.00

---

**Transactions**

trans. post  
date date

**Payments and Credits**      Jan 31      Jan 31      INTERNAL CHARGE-OFF      \$ -3,954.85

TO03241 A7 ZX5

<u>Average Daily Balances</u>	<u>Daily Periodic Rates</u>	<u>ANNUAL PERCENTAGE RATES</u>	<u>Periodic FINANCE CHARGES</u>	<u>Transaction Fee FINANCE CHARGES</u>	<u>Rate Plan</u>
<b>current billing period: 26 days</b>					
<b>Purchases</b>	<b>\$0</b>	<b>0.05751%</b>	<b>20.99%</b>	<b>\$0</b>	<b>none</b>
<b>Cash Advances</b>	<b>\$0</b>	<b>0.06025%</b>	<b>21.99%</b>	<b>\$0</b>	<b>fixed</b>

**Questions? Call 1-800-DISCOVER (1-800-347-2683) or log on to [Discovercard.com](http://Discovercard.com).** For TDD (Telecommunication Device for the Deaf) assistance, see reverse side. Send billing error notice to: Discover Card; P.O. Box 15192; Wilmington, DE 19850-5192.

Exhibit 3A

For TDD (Telecommunication Device for the Deaf) assistance, please call 1-800-347-7449.

The Discover® Classic Card is issued by Discover Bank, Member FDIC.

**Important Information.** If there is more than one page to this billing statement, see the back of each page for additional important information.

**See your Cardmember Agreement.** Your Cardmember Agreement contains all the terms of your Account.

**Periodic Finance Charges.** Except as provided below, we will impose Periodic Finance Charges on purchases, cash advances and balance transfers beginning with the date the transaction occurs until the date of repayment and on Old Balances until the date of repayment. Old balances are comprised of purchases and cash advances made on or prior to the last day of your billing period ending during February 1993.

You can avoid payment of Periodic Finance Charges on new purchases if you pay the New Balance shown on the billing statement on which the purchase first appears by the Payment Due Date, and the Payments and Credits on that statement equal or exceed your Previous Balance. We call this the "grace period". You do not have a grace period on balance transfers or cash advances. Periodic Finance Charges are imposed on new balance transfers and cash advances beginning with the date the transaction occurs.

Periodic Finance Charges are imposed on all transactions and Old Balances until the date of repayment. Repayment means payment of your entire New Balance. However, if you pay the New Balance shown on this billing statement by the Payment Due Date, and the Payments and Credits shown on this statement equal or exceed the Previous Balance, we will not impose Periodic Finance Charges on new purchases, that is, purchases first appearing on this statement. If your Account was closed as of: (i) September 27, 1999; or (ii) August 31, 2001 and was formerly a Discover Prime Option, Discover National Alliance for Species Survival or Universal Studios Account, you can avoid payment of Periodic Finance Charges if you pay the New Balance shown on this statement by the Payment Due Date and the Payments and Credits on this statement equal or exceed your Previous Balance. Otherwise, you will receive a billing statement next month that includes Periodic Finance Charges imposed until the date of repayment.

We compute Periodic Finance Charges each day for purchases, cash advances, balance transfers and Old Balances (which we refer to as transaction categories) by using the following equation: Average Daily Balance x number of days in the billing period x Daily Periodic Rate. (Refer to the finance charge summary on the front of your statement for these amounts.) Then we add all the Periodic Finance Charges for each transaction category to get the total Periodic Finance Charges for your Account. The Average Daily Balance is shown as 0 if no Periodic Finance Charges apply to the balance in a transaction category.

We use the two-cycle average daily balance (including new trans-

actions) method of calculating the balance upon which we impose Periodic Finance Charges. This means if you did not pay the New Balance shown on the billing statement you received during the previous billing period by the Payment Due Date, we will impose Periodic Finance Charges on new purchases that first appeared on that billing statement, as well as new purchases that first appear on this billing statement, unless we already imposed Periodic Finance Charges on the purchases on your previous billing statement. We compute the average daily balance for each transaction category by adding up all the daily balances in a billing period for a transaction category and dividing the total by the number of days in the billing cycle. We compute the daily balance for each transaction category on each day by first adding the following to the previous day's daily balance: transactions made that day, fees charged that day and Periodic Finance Charges accrued on the previous day's daily balance; and by then subtracting any credits and payments that are applied against the balance of the transaction category on that day. In calculating the daily balance for the previous billing period, we consider the "previous day's daily balance" to have been 0 on the first day of the billing period.

Old Balances are excluded from the balance of the purchase and cash advance transaction categories. Special rate balance transfers and Balance Transfer Transaction Fee Finance Charges are included in the daily balance transfer transaction category. Balance transfers that were subject to an initial special rate that has been terminated due to a late payment are also included in the category until the initial special rate otherwise would have expired. In calculating the daily balance of the balance transfer transaction category on the first day of the billing period, we subtract the unpaid balance of those Balance Transfer Transaction Fee Finance Charges and balance transfers that become purchase rate balance transfers on that day and we add that unpaid balance to the balance of the purchase transaction category.

All fees charged to your Account are added to the purchase transaction category with the exception of Cash Advance Transaction Fee Finance Charges which are added to the cash advance transaction category and Balance Transfer Transaction Fee Finance Charges which are added to the balance transfer transaction category. If a transaction made in a previous billing period is itemized on this statement, we consider the transaction date to be the first day of the current billing period when we calculate your Periodic Finance Charges.

**Rate Plan.** The Daily Periodic and Annual Percentage Rates that apply to your Account are either fixed or variable as noted in the Rate Plan column on the front.

T00241 A7 ZX5

**Lost or stolen cards.** Report immediately! Call 1-800-347-2683.

**Billing Rights Summary.** In Case of Errors or Questions About Your Bill: If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the billing error notice address shown on the front under the section where APRs are displayed, as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**Special Rule for Credit Card Purchases:** If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the

goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the goods or services, all purchases are covered regardless of the amount or location of purchase.)

**Payments.** Send payments and the top portion of this statement in the envelope provided to the address indicated on the front of the first page. If you have misplaced your envelope, send your payment to Discover Bank, PO Box 15251, Wilmington, DE 19886-5251. Payments received before 1PM Monday through Friday will be posted to your Account as of that day; payments received on or after 1PM or on a weekend or bank holiday will be posted to your Account as of the next business day. Do not send cash. The processing of your payment may be delayed if you send cash or correspondence with your payment, if you send the payment to any other address or if you use an envelope other than the one provided. Please allow five days for delivery.

**Credit Reporting.** We normally report the status and payment history of your Account to credit reporting agencies each month. If you believe that our report is inaccurate or incomplete, please write us at the following address: Discover Classic Card, PO Box 15316, Wilmington, DE 19850-5316. Please include your name, address, home telephone number and Account number.

Collection Resource System	ATTORNEY	Feb 12, 2002
Name: WOODEL, C THOMAS	Master #	B14299 SS# 164-36-7687
Address: RR 1 BOX 199	Status	43 RECOMMEND LEGAL
City, St GRAMPIAN PA 16838-9616	Call Unit	LC1 LC QUEUE
Phone (H) GET PHONE (W) GET PHONE	Strategy	None
Employer GET EMPLOYER	1 Accounts Totaling	3954.85

				Detail of Account				
Date	Time	A/R	Comment	Usr	Client#	DC004L-L	Recv	
02/12/02	16:06	TA/AU1	AUDIT REVIEWFLS-LC-DOCS-SERRY.	MCC	DISCOVER CARD C/O		02/08/02	
						** NEW **	*	
02/12/02	16:06	CS/10		MCC	Cur Bal	3954.85	Orig	3954.85
					Costs	0.00	Comm%	28.000%
					CkChg/Fee	0.00	Other	0.00
					Interest	0.00	Int %	0.000%
COMMENTS				COMMENTS				
(Page 1)								
C/B N								
02/12/02								
				Re:				
				Last Pmt On 00/00/00 For 0.00				

OPTIONS: U pdate Info S scroll Trans M aster C omments-Page

Transaction Payments PF1 New Account \* More

# CARDMEMBER AGREEMENT

Please read this Agreement carefully before using your Discover® Card. 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 difference, this Agreement shall control.

**DEFINITIONS.** The word "Account" means your Discover Card Account. The word "Card" means any one or more Discover Cards issued to you. 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, in addition to you, the Cardmember, any other person or persons who are contractually liable under this Agreement. The words "we", "us" and "our" refer to Citibank and 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, hold, reservations and/or other obligations. You will be liable for guaranteed reservations that are not canceled prior to the time specified by the establishment you use your Account for personal, family, household and charitable purposes, to obtain loans to purchase, carry or trade in securities, 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 falsification of amounts 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 permit the 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.

(1-NMU-347-2003) or by writing U.S. POSTAL MAIL, 10000 12th St., Indianapolis, DE 19106-4002. 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 \$5000.

**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 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 debts and amounts owing in 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.

**MINIMUM PAYMENT OBLIGATIONS.** You may at any time pay the new 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 P.O. 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 \$1.00 or an amount equal to 1/12th of the New Balance, rounded to the next higher whole dollar amount. However, if the New Balance is less than \$1.00 the minimum monthly payment will be the amount of the New Balance. You can pay more than the minimum monthly payment each month. The minimum monthly 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

or is otherwise not in good standing.

**CREDIT BALANCES.** We will refund any credit balance within or on 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 in the offer. After the expiration of this time period, the Annual Percent, or 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 standard rate balance transfers.

Each offer will contain an expiration date. If you attempt to do a balance transfer 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, 1% of balance transfers 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 last day of the billing period in which it is posted to your Account. We will assess 1% of 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 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 Rate. 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 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. Following the exception of transaction fees, finance charges charged that day (with the exception of transaction fees), daily balance and Periodic Finance Charges charged on the previous day's daily balance, and 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 fees, finance charges for cash advances made that day, and Periodic Finance Charges charged on the previous day

DISCOVER



DISCOVER  
NETWORK

DISCOVER.NET REV. 2/08

daily balance; and by then subtracting any credits and payments that are applied against the balance or 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: 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 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 before. The Daily Periodic Rates for each billing period are 1/30.5th of the Annual Percentage Rates in effect for the billing period. The Annual Percentage Rates in effect for the billing period are determined by the Annual Purchase Rate for purchases, cash advances and balance transfers for each day of the previous billing period 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 your quality 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 8.9 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 Rate 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, purchases of 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.

TL ( - )

**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 minimum 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 fees or 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 \$0.00 or any billing period in which some periodic finance charge of less than \$0.50 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 is returned to periodically deduct all or a part of an amount you owe under this Agreement.

**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.

**REFUSAL 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.

**OVERTIME FEE.** We will charge you an Overtime 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 your 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 unissued 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 also 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, 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.

**PIVACY.** 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.

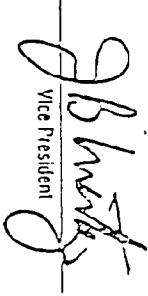
**CHANGE OF TERMS.** We may change any term or part of this Agreement, including any finance charge rate, fee or method of computing any balance upon which the finance charge rate is based, by sending you a written notice at least 30 days before the change is to become effective. We may apply any such 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 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 a grace period to change 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 law. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

Greenwood Trust Company  
Discover Card

  
G. B. Blawie  
Vice President

# CASHBACK BONUS<sup>®</sup>

## TERMS AND CONDITIONS

The Cashback Bonus Terms and Conditions are not a part of the Cardholder Agreement.

1. Cashback Bonus is an amount denominated in dollars and cents which may be earned by Discover Cardmembers by using their Discover Card for purchases. Cashback Bonus<sup>®</sup> is not earned for cash advances. Cashback Bonus is subject to these terms and conditions and is subject to change without notice. Cashback Bonus is subject to disqualification prior to being awarded in circumstances described below.
2. Cashback Bonus is calculated based on an annual period corresponding to the Cardmember's anniversary year. The first anniversary year begins on the date the Card is issued and ends on the 1st day of the 12th monthly billing period which follows. Each successive anniversary year is the approximately one year period comprised of the next twelve monthly billing periods.
3. The amount of Cashback Bonus is calculated by multiplying each purchase by:
  - 25% (.0025), if the purchase is part of the first \$1,000 in purchases during the anniversary year
  - .50% (.005), if the purchase is part of the second \$1,000 in purchases during the anniversary year
  - .75% (.0075), if the purchase is part of the third \$1,000 in purchases during the anniversary year
  - 1.0% (.01), if the purchase is part of the purchases in excess of \$3,000 during the anniversary yearThe total of such calculations for each anniversary year is the amount of Cashback Bonus which will be awarded as described below. The calculated Cashback Bonus which begins with the beginning of each anniversary begins again with the beginning of each anniversary. The statement Cardmember's monthly billing statement will show the amount of Cashback Bonus and total purchases through the date of the statement Cashback Bonus for each anniversary year.
4. Cashback Bonus is awarded shortly after each anniversary year. The exact method of award may change from year to year, but the Cardholder will have the opportunity to receive Cashback Bonus in a cash equivalent (i.e., check or credit to the Cardmember's Discover Card Account). As part of the award method, the Cardmember may have the opportunity to make an election or to exercise a award redeemed in manner in which Cashback Bonus is awarded on a timely basis may result in the failure to make such election or in the disqualification of the Cardholder to receive Cashback Bonus in a cash equivalent (i.e., check or credit to the Cardmember's Discover Card Account). If the Cardmember's Discover Card is not received for any reason, Cardmember has no right to accrued but unawarded Cashback Bonus amounts; if an Account is closed for any reason prior to the date when Cashback Bonus will be indicated

5. Presently, Cashback Bonus is awarded by means of (i) a credit to Account, if the amount is less than \$2.00, and (ii) a check mailed in the Cardmember (by either first class or third class mail). If the amount is \$2.00 or greater:

6. Cashback Bonus is awarded to Cardmembers in good standing at the time of the Cardmember's Discover Card having their Cashback Bonus applied automatically as a credit to their Account.
  1. In the event a Card is lost or stolen, the amount of Cashback Bonus in the amount of qualifying purchases and the anniversary date from the old Account are transferred to the new Account.
  0. Discover Card reserves the right to make appropriate adjustments to Cashback Bonus amounts in respect of Account activity (e.g., a credit to an Account in respect of a prior purchase will result in a reduction of Cashback Bonus).

CUP RIV. 7/93

TL 6 - 6

## YOUR BILLING RIGHTS

### KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### 1. NOTIFY US IN CASE OF ERROR OR DISPUTES ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address listed on your bill for Letter of Billing Error. Write to us as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the disputed error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you do not understand.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

**2. YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE**  
We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you dispute, or report you as delinquent. We can continue to bill you for the amount you question, including interest charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any

questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay the finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within 10 days telling us that you still refuse to pay, we will tell anyone we report you to that you have a question about your bill. And, we must tell anyone we report you to that this matter has been settled between us unless it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

#### 3. SPECIAL RULES FOR CREDIT CARD PURCHASES

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right to pay the remaining amount due on the goods or services. There are two limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the goods or services.

**ALL STATE LIFE INSURANCE COMPANY**

Home Office - Lombard, Illinois

**CERTIFICATE OF INSURANCE**

to **All State Insurance Company** (herein called "Allstate"), has  
a **Master Policy No. 64101363** to **Greenwood Trust Company**,  
in called "Policyholder" which provides Travel Accidental  
Insurance for Cardmembers, i.e. Policyholder and their  
immediate family members.

for dependents. The benefits of the policy providing your  
age are governed primarily by the law of a State other than  
the state in which you reside.

**DEFINITIONS**  
"Discover" means a Discover Cardmember in good standing  
and holding one or more dependents of the same household, the spouse  
or children, or if a resident of the same household, and each  
includs stepchildren and adopted children, not  
less than 19 years of age (23 if a full-time student), who is  
not ill, up to the Cardmember for support and maintenance. In  
any event, the same person qualify as an Insured Person under  
the one Discover Card. Coverage for any handicapped child  
or minor, solely by reaching the limiting age. Coverage will  
not be given to this and continues to be both (1) incapable of self-  
support, (2) because of an initial retardation or physical  
or mental, and (3) chiefly dependent upon the Cardmember for  
or, and in attendance.

"C. Injury" means bodily injury caused by an accident  
and while the insurance is in force, for the Insured Person and  
his or her children, within 365 days of the accident, directly and  
or, and in all other causes, in death.

"D. Injury" means riding in or upon or entering into or alighting

**III ACCIDENTAL DEATH INSURANCE**

the applicable Accidental Death benefit amounts  
paid by an Insured Person while occupying an  
aircraft paying passenger when fare is charged in advance,  
not as a pilot or crew member. The aircraft must be provided  
or, and by a duly licensed common carrier for regular  
air travel.

**DEFINITION OF LOSS**

Accidental Death Benefit when Insured Person's full air fare is  
charged in advance to the Discover Card Account, \$500,000.

**EXCLUSIONS**  
Accidental Death Benefits are not payable for deaths caused by:

1. suicide while sane or insane; or
2. declared or undeclared war or any act thereof.

**TERMINATION OF COVERAGE**

The insurance on each Insured Person will automatically terminate  
at 12:01 a.m. on the date that they no longer fulfill the requirements  
of an insured Person as defined, or upon termination of the Master  
Policy. Termination shall be without prejudice to any claim originating  
prior to the effective date of termination.

**GENERAL PROVISIONS**

**BENEFICIARY:** Unless otherwise specified by the Cardmember,  
any sum due under the policy for loss of life of an Insured Person  
will be paid:

1. to the Cardmember, if living, otherwise;

2. to the spouse of the Cardmember, if living, otherwise;

3. equally to the then living lawful children of the Cardmember  
including stepchildren and adopted children, if any, otherwise;

4. equally to the Cardmember's parents or parent then living,  
otherwise;

5. to the estate of the Cardmember.

**CHANGE OF BENEFICIARY:** The Cardmember may change the  
beneficiary at any time by writing to Allstate. Once the change is  
recorded by Allstate it will take effect as of the day the request was  
signed, subject to any claim payment made before such recording.

The consent of the beneficiary is not needed for the change.

**HOW TO REPORT A CLAIM:** Written notice of claim must be given  
to Allstate at its Home Office within six months after the occurrence  
of any loss covered by the Policy, or as soon as reasonably  
possible.

Notice given by or on behalf of the claimant or the beneficiary with  
information sufficient to identify the insured Person shall be deemed  
a notice.

**CLAIM FORMS:** Once Allstate receives written notice of a claim,  
it will send forms for filing proof of loss. If these forms are not sent  
to the claimant within 15 days after Allstate receives notice, the  
proof of loss requirement will be met by giving Allstate written proof  
of the occurrence, and cause of the loss within the time stated in the  
Proof of Loss Provision.

**PROOF OF LOSS:** Written proof of loss must be furnished to  
Allstate within nine months after the date of loss. If this is not  
reasonably possible, Allstate may not deny the claim if the proof is  
furnished as soon as reasonably possible, but not later than one  
year from the time required, unless the claimant was legally  
incapable of doing so.

**PAYMENT OF CLAIM:** Benefits payable for loss under the policy  
will be paid immediately upon receipt of due written proof of loss.

If any benefit under this policy is payable to an insured Person's  
estate or to a person who is a minor or is otherwise not competent  
to give a valid release, Allstate may pay part of the benefit (up to  
\$1,000) to any blood relative of the insured Person.  
Any payment made in good faith shall fully discharge Allstate to the  
extent of such payment.

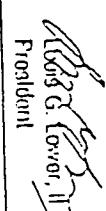
**LEGAL ACTION:** Suit for benefits under the policy cannot be  
brought sooner than 60 days after Allstate receives written proof of  
loss as required, and no such action may be initiated after three  
years from the time written proof of loss is required.

**CONFORMITY WITH STATE LAWS:** Any provision of the policy  
which on its effective date, is in conflict with any law to which it is  
subject, is amended to conform to the minimum requirements of  
such law.

**AUTOPSY:** Allstate at its own expense shall have the right and  
opportunity to make an autopsy where it is not forbidden by law.

**ALL STATE LIFE INSURANCE COMPANY**

  
D. R. Duncan  
Secretary

  
R. G. Lovell  
President

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

DISCOVER BANK, by its servicing agent, DISCOVER FINANCIAL SERVICES, INC., a corporation

Plaintiff(s),

No. 2002

V.

THOMAS C. WOODEL,  
an individual

Defendant(s),

## VERIFICATION

The undersigned, Wally Eller, avers that the statements of fact contained in the attached Complaint are true and correct to the best of his/her information, knowledge and belief, and are made subject to the penalties of 18 Pa. Cons. Stat. Ann. Section 4904 relating to unsworn falsification to authorities.

Date

## VERIFCO2.PLE

**FILED**

ice

ml 8:00

APR 29 2002

Sheriff

Att'y ad. \$0.00

W<sup>AS</sup> William A. Shaw  
Prothonotary

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 12464

DISCOVER BANK, by its servicing agent, DISCOVER FINANCIAL SERVICE 02-680-CD

VS.

WOODEL, THOMAS C.

**COMPLAINT**

**SHERIFF RETURNS**

---

NOW MAY 14, 2002 AT NOON DST SERVED THE WITHIN COMPLAINT ON  
THOMAS C. WOODEL, DEFENDANT AT EMPLOYMENT, 821 BEAVER DRIVE,  
DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO THOMAS C.  
WOODEL A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND  
MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED By: COUDRIET

---

**Return Costs**

Cost	Description
45.95	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

20th Day Of May, 2002  
William A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins  
by Marilyn Harr  
Chester A. Hawkins  
Sheriff

**FILED**

MAY 20 2002  
01323  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DISCOVER BANK, by its servicing  
agent, DISCOVER FINANCIAL  
SERVICES, INC., a corporation

CIVIL DIVISION

Plaintiff(s),

No. 2002-680-cd

v.

THOMAS C. WOODEL,  
an individual

Defendant(s),

PRAECIPE FOR DEFAULT JUDGMENT

Code No. \_\_\_\_\_

Issue No. \_\_\_\_\_

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

SEEWALD, SWARTZ & ASSOCIATES  
16th FLOOR LAW AND FINANCE BUILDING  
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

t 28404

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

**FILED**

JUN 24 2002

ml3371 aty Swartz pd 20.00

William A. Shaw, not. to Obj  
Prothonotary

Stat. to Atty.

t 28404

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

DISCOVER BANK, by its servicing  
agent, DISCOVER FINANCIAL  
SERVICES, INC., a corporation

Plaintiff(s),

No. 2002-680-cd

v.

THOMAS C. WOODEL,  
an individual

Defendant(s),

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Enter judgment against Defendant(s) and in favor of  
Plaintiff in Default of an Answer or a Notice of Intention  
to Appear as follows:

AMOUNT CLAIMED IN COMPLAINT	\$ 3,954.85
PLUS INTEREST FROM 01-31-2002 TO: 06-21-2002	\$ 302.50
ADD ATTORNEY'S FEES	\$ 851.47
<b>TOTAL</b>	<b>\$ 5,108.82</b>

I certify that I mailed a notice of default to the  
defendant(s) in the form attached hereto on the date stated  
thereon which was more than ten (10) days before filing this  
praeceipe.

  
\_\_\_\_\_  
Louis B. Swartz  
Attorney for PLAINTIFF  
SEEWALD, SWARTZ & ASSOCIATES  
16th FLOOR LAW AND FINANCE BUILDING  
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISIONDISCOVER BANK, by its servicing  
agent, DISCOVER FINANCIAL  
SERVICES, INC., a corporation

Plaintiff(s),

No. 2002-680-cd

v.

THOMAS C. WOODEL,  
an individual

Defendant(s),

## DEFAULT NOTICE

TO THE DEFENDANT: THOMAS C. WOODEL,  
an individual  
RR 1 BOX 199  
GRAMPIAN PA 16838-9616

## IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (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:

PENNSYLVANIA LAWYER REFERRAL SERVICE  
100 SOUTH STREET, P.O. BOX 186  
HARRISBURG, PA 17108  
1-800-692-7375

Date June 5, 2002

**S-Louis B. Swartz**

Louis B. Swartz  
Attorney for PLAINTIFF  
SEEWALD, SWARTZ & ASSOCIATES  
16th FLOOR LAW AND FINANCE BUILDING  
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

**NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DISCOVER BANK, by its servicing  
agent, DISCOVER FINANCIAL  
SERVICES, INC., a corporation

Plaintiff(s),

v.

THOMAS C. WOODEL,  
an individual

Defendant(s),

CIVIL DIVISION

No. 2002-680-cd

AFFIDAVIT OF NON-MILITARY SERVICE

Code No. \_\_\_\_\_

Issue No. \_\_\_\_\_

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

SEEWALD, SWARTZ & ASSOCIATES  
16th FLOOR LAW AND FINANCE BUILDING  
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300  
t 28404

**NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE**

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

DISCOVER BANK, by its servicing  
agent, DISCOVER FINANCIAL  
SERVICES, INC., a corporation

Plaintiff(s),

No. 2002-680-cd

v.

THOMAS C. WOODEL,  
an individual

Defendant(s),

AFFIDAVIT OF NON-MILITARY SERVICE

I, LOUIS B. SWARTZ, do depose and say that the above-named  
defendant(s) Thomas C. Woodel  
are not currently in the naval or military services of the  
United States, either directly or indirectly.

These statements are made subject to the penalties of 18 Pa.  
Cons. Stat. Ann. Section 4904 relating to unsworn falsification  
to authorities.



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

COPY

Discover Bank  
Discover Financial Services, Inc.  
Plaintiff(s)

No.: 2002-00680-CD

Real Debt: \$5,108.82

Atty's Comm:

Vs.

Costs: \$

Int. From:

Thomas C. Woodel  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 24, 2002

Expires: June 24, 2007

Certified from the record this 24th of June, 2002

---

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

**COPY**

28404

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

DISCOVER BANK, by its servicing  
agent, DISCOVER FINANCIAL  
SERVICES, INC., a corporation

Plaintiff(s),

No. 2002-680-cd

v.

THOMAS C. WOODEL,  
an individual

Defendant(s),

NOTICE OF JUDGMENT

TO: THOMAS C. WOODEL,  
an individual  
RR 1 BOX 199  
GRAMPIAN PA 16838-9616

You, the above named Defendant(s) take notice that Judgment  
has been entered with the Court of Common Pleas of CLEARFIELD  
County, Civil Division in the sum of \$ 5,108.82 plus costs  
and Interest.

*Dated: 6/24/02*

*William B. Swartz*  
PROTHONOTARY

---

Louis B. Swartz  
Attorney for PLAINTIFF  
SEEWALD, SWARTZ & ASSOCIATES  
16th FLOOR LAW AND FINANCE BUILDING  
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

**NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE**