

02-1036-CD
Discover Bank vs William T. Moore

02-1036-CD
DISCOVER BANK et al -vs- WILLIAM T. MOORE

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. 2002-1036-CD

v.

WILLIAM T. MOORE,
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
28710

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

Plaintiff(s),

No. 2002

v.

WILLIAM T. MOORE,
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
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Plaintiff(s),

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WILLIAM T. MOORE,
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 3311 Mill Meadow Drive, Hilliard, OH 43026.
2. Defendant(s) is WILLIAM T. MOORE, an individual. Defendant's address is 220 E HILL ST, CLEARFIELD PA 16830-3135.
3. Plaintiff's subsidiary Discover Financial Services, Inc., at Defendant's request, opened for the Defendant a Discover card account number 6011 0024 4016 8334. 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 \$4555.58, ever since March 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 \$4,555.58 plus interest from March 31, 2002 and a reasonable attorney's fee and costs.

Louis B. Swartz
Attorney for PLAINTIFF



Classic

payment due date
March 30, 2002
minimum payment due
\$780.00

new balance
\$0.00

account number 6011 0024 4016 8334
enter amount enclosed below

\$

2710



08 SDCN6A01 0003062

WILLIAM MOORE
220 E HILL ST
CLEARFIELD PA 15830-3135

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.

0000060110024401683340000000000000000078000

brend

Closing Date: March 31, 2002

page 1 of 2

Discover Card Account Summary

account number 6011 0024 4016 8334
payment due date March 30, 2002
minimum payment due \$780.00
credit limit \$1,800.00
credit available \$0.00
cash credit limit \$900.00
cash credit available \$0.00

| | |
|------------------------|------------|
| previous balance | \$4,555.58 |
| payments and credits | - 4,555.58 |
| purchases | + 0.00 |
| cash advances | + 0.00 |
| balance transfers | + 0.00 |
| FINANCE CHARGES | + 0.00 |
| new balance | = \$0.00 |

Transactions

| | trans. date | post date | | |
|-----------------------------|----------------|--------------|---------------------|--------------|
| Payments and Credits | Mar 31 | Mar 31 | INTERNAL CHARGE-OFF | \$ -4,555.53 |

0003062 ZX5

| | Average Daily Balances | Daily Periodic Rates | ANNUAL PERCENTAGE RATES | Periodic FINANCE CHARGES | Transaction Fee FINANCE CHARGES | Rate Plan |
|--|------------------------------|----------------------------|-------------------------------|--------------------------------|--|--------------|
| <i>current billing period: 21 days</i> | | | | | | |
| Purchases | \$0 | 0.06025% | 21.99% | \$0 | none | variable |
| Cash Advances | \$0 | 0.06025% | 21.99% | \$0 | \$0 | variable |

Questions? Call 1-800-DISCOVER (1-800-347-2683) or log on to 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.

It pays to

Exhibit 7A

DISCOVER

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

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-

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

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.

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 7-10 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.

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 applying the following to the previous day's daily balance: balance transfers daily balance; and by then subtracting any credits and payments that are applied against the balance of balance transfers on that day. We will also subtract the daily balance of 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) Only 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 1/30th of the Annual Percentage Rates in effect for the billing period. The Annual Percentage Rates for purchases may be changed based on changes in the rate level to 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 [10 Wall Street Journal] on the last business day of the month. When the Prime Rate changes, the Annual Percentage Rates will change by applying 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 completion of this time period, the Annual Percentage Rate for purchases will be as described below.

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

Account activity (e.g. a credit issued for a returned purchase). You will qualify for: (a) 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 twentieth 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 percent, 10.9 points, when the Prime Rate is 10.9% or more. The Better Rate is an ANNUAL PERCENTAGE RATE of Prime Rate plus 10.9 percentage points, but never exceeding the Standard Rate. The Best Rate is an ANNUAL PERCENTAGE RATE of Prime Rate plus 8.9 percentage points. The fact that the Better Rate and the Best Rate 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 percent, 10.9 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.

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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 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 \$5.00 for any billing period in which some periodic finance charge of less than \$5.00 would otherwise be imposed.

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

LATE FEE. We will charge you a late fee of \$20.00 if you fail to make a required payment within 20 days after the payment due date in any month.

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

OVERTIME 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.

DEFALUT-COLLECTION COSTS. You are in default if you become insolvent or 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 attorney's 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 Account. 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, 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.

PROTECTION. 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 refuse 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 telephoning equipment or pre-recorded telephone calls to contact you about your Account. 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.

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.

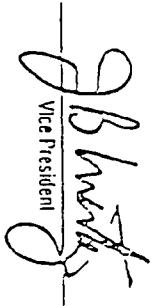
CHANGE OF TERMS. We may change any term or part of this Agreement, including any finance charge rate, fee or method of computing any balance upon which the finance charge rate is based, by sending you a written notice at least 30 days before the change is to become effective. We may apply any such change 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 this notice of change at the address provided in the notice or bank 30 days before the change is to become effective. We may pay us the balance that you owe us under the existing terms of the unchanged Agreement. Otherwise, you will have a grace period in the notice. Use of your Account after the effective date of the change will be deemed acceptance of the new terms at 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


Vice President

CASHBACK BONUS⁽ⁱ⁾ TERMS AND CONDITIONS

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

1. Cashback Bonus is an amount determined in dollars and cents, which may be earned by Cardmembers by using their Discover Card for purchases. Cashback Bonus 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 the terms and conditions described below.
2. Cashback Bonus is calculated based on an annual period corresponding to the Cardmember's anniversary year (the last anniversary year begins on the date the Card is issued and ends on the last day of the twelfth monthly billing period which follows each successive anniversary year is the anniversary 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% (.0075), if the purchase is part of the first \$1,000 in purchases during the anniversary year
 - .50% (.0050), 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
 - 1.00% (.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 Cardmember which will be awarded as described below. The Cardmember begins again with the beginning of each anniversary year. The Cardmember's monthly billing statement will show the amount of Cashback Bonus and total purchases through the date of the statement 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 Cardmember will have the opportunity to receive Cashback Bonus in 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 a election or to exercise a choice as to the manner in which Cashback Bonus is awarded on a timely basis, may result in the exercise of default options or in the disqualification of the Cashback Bonus award. It is the Cardmember's responsibility to notify the Cardmember in the event a Cashback Bonus award is not received or any reason, Cardmembers have no right to accrue but unawarded Cashback Bonus amounts; if an Account is closed for any reason prior to the award date, Cashback Bonus will not be awarded.

5. Presently, Cashback Bonus is awarded by means of (i) a credit to the account, if the amount is less than \$2.00 and (ii) a check mailed in the Cardmember's (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 award. Cardmembers who are delinquent at the time of the award may, at the option of Discover Card, have their Cashback Bonus applied automatically as a credit to their account.
7. In the event a Card is lost or stolen, the amount of Cashback Bonus, the amount of qualifying purchases and the anniversary date from the old account are transferred to the new account.
8. 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).

CHP Rev. 7/93

TL6 - 64

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 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 address listed on your bill for **Notice 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 protect 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 not sure about.

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 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 question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can deny 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.

3. 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 have the right to pay the remaining amount due on the goods or services. There are two limitations on this right:
(a) 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
(b) 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

The Office - Itasca, Illinois

CERTIFICATE OF INSURANCE

to the Insurance Company (herein called "Allstate") has Master Policy No. 6440363 to Greenwood Trust Company in called "Cardholder" which provides Travel Accidental Insurance for Cardholders and their

immediate family members.

for the benefits. The benefits of the policy providing your are governed primarily by the law of a State other than

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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 which 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 Cardholder, any sum due under the policy for loss of life of an Insured Person will be paid:

1. To the Cardholder, if living, otherwise;

2. To the spouse of the Cardholder, if living, otherwise;

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

4. Equally to the Cardholder's parents or parent then living, otherwise;

5. To the estate of the Cardholder.

CHANGE OF BENEFICIARY: The Cardholder 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.

ACCIDENTAL DEATH INSURANCE

THE APPLICABLE ACCIDENTAL DEATH benefit amounts

and are determined 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 operated by a duly licensed common carrier for regular passenger service.

DEFINITIONS

Accidental Death Benefit which Insured Person's full air fare is divided in accordance 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.

Notice given by or on behalf of the claimant or the beneficiary will information sufficient to identify the insured person shall be deemed noticed.

CLAIM FORMS: Once Allstate receives written notice of a claim, it will send along 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 requirements 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 received 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.

COMPLIANCE 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

John P. Duncan
John P. Duncan
Secretary

Robert G. Lovett
Robert G. Lovett
President

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.

WILLIAM T. MOORE,
an individual

Defendant(s),

VERIFICATION

The undersigned, Tracy Eches, 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.

VERIFCO2.PLE

Date 6-7-02Tracy Eches

FILED Aug 8 pd.

1140 ft. 80.00

JUL 01 2002

1ccshg

ASAP
William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12717

DISCOVER BANK

02-1036-CD

VS.
MOORE, WILLIAM T.

COMPLAINT

SHERIFF RETURNS

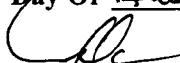
NOW JULY 3, 2002 AT 10:05 AM DST SERVED THE WITHIN COMPLAINT ON
WILLIAM T. MOORE, DEFENDANT AT RESIDENCE, 220 E. HILL ST.,
CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDNIG TO WILLIAM
T. MOORE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND
MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

Return Costs

| Cost | Description |
|-------|------------------------------|
| 20.00 | SHFF. HAWKINS PAID BY; ATTY. |
| 10.00 | SURCHARGE PAID BY: ATTY. |

Sworn to Before Me This

26 Day Of August 2002


WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,


Chester A. Hawkins
Sheriff

FILED


AUG 26 2002

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. 2002-01036cd

v.

WILLIAM T. MOORE,
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 28710

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

FILED

SEP 17 2002
09/11/02 Atty Swartz pd \$20.00
William A. Shaw
Prethenetary Not to Dv. E
Stat. to Atty. E
t 28710

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. 2002-01036cd

v.

WILLIAM T. MOORE,
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 | \$ 4,555.58 |
| PLUS INTEREST FROM 03-31-2002 TO: 09-16-2002 | \$ 417.64 |
| ADD ATTORNEY'S FEES | \$ 994.64 |
| <hr/> TOTAL | \$ 5,967.86 |

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
praecipe.



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),

v.

No. 2002-01036cd

WILLIAM T. MOORE,
an individual

Defendant(s),

DEFAULT NOTICE

TO THE DEFENDANT: WILLIAM T. MOORE,
an individual
220 E HILL ST
CLEARFIELD PA 16830-3135

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 8-28-02

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

CIVIL DIVISION

Plaintiff(s),
v.

No. 2002-01036cd

WILLIAM T. MOORE,
an individual

Defendant(s),

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 28710

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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. 2002-01036cd

WILLIAM T. MOORE,
an individual

Defendant(s),

AFFIDAVIT OF NON-MILITARY SERVICE

I, LOUIS B. SWARTZ, do depose and say that the above-named
defendant(s) William T. Moore
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.



CCOPY

28710

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. 2002-01036cd

v.

WILLIAM T. MOORE,
an individual

Defendant(s),

NOTICE OF JUDGMENT

TO: WILLIAM T. MOORE,
an individual
220 E HILL ST
CLEARFIELD PA 16830-3135

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 \$ 5,967.86 plus costs
and Interest.



PROTHONOTARY

9-17-02

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
STATEMENT OF JUDGMENT

CCW

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

No.: 2002-01036-CD

Real Debt: \$5,967.86

Atty's Comm:

Vs.

Costs: \$

Int. From:

William T. Moore
Defendant(s)

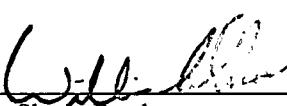
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 17, 2002

Expires: September 17, 2007

Certified from the record this 17th of September, 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