

03-22-CD
DISCOVER BANK, et al, vs. SUE MATHEWS

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-

03-22-CJ

SUE MATHEWS,
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
29148

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

FILED

JAN 06 2003

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),

No. 2002

v.

SUE MATHEWS,
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
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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 SUE MATHEWS, an individual. Defendant's address is RR 1 BOX 388, MORRISDALE PA 16858.
3. Plaintiff's subsidiary Discover Financial Services, Inc., at Defendant's request, opened for the Defendant a Discover Card account number 6011 0020 4058 8196. 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 \$4,229.75, ever since August 7, 2002, plus interest at the contract rate of 19.80% per year and plus reasonable attorney fees as authorized by the account agreement.

WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$4,229.75 plus interest from August 07, 2002 and a reasonable attorney's fee and costs.


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

CARDMEMBER AGREEMENT

STATEMENT. It contains the terms and conditions of your Account, some of which may have been added from earlier materials provided to you. In the event of any different, the Agreement shall control.

STATEMENT TERMS. The word "Account" means your Discover Card Account. The word "Card" means any one or more Discover Cards issued to you and the word "Card" means any one or more Discover Cards issued to you or your spouse, who else with you, or your minor child provided to you. In the event of any different, the Agreement shall control.

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 your acceptance of this Agreement.

USE OF YOUR ACCOUNT.

Your Account may be used for:

PURCHASES - to purchase or lease goods or services from NOVUS[®] Network merchants, by presenting your Card or Account number.

CASH ADVANCES - to obtain cash advances at NOVUS[®] Cash Network[®] automated teller machines, from participating financial institutions or other locations, or by means of checks which we may furnish to you, all in accordance with such additional terms and conditions as may be imposed from time to time.

BALANCE TRANSFERS - to transfer balances from other credit card accounts by means of balance transfer coupons or checks. In accordance with such additional terms and conditions of offers that are made from time to time.

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

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

AUTOMATED 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.

(1-800-341-2683), or by writing DISCOVER, 1440 19th Street, Washington, DC 20006-1002. You may be liable for the unauthorized use of a Card or your Account. You will not be liable for unauthorized use that occurs after you notify us, by phone or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$500.

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 unpaid balances, 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.

PRINCIPLE TO PAY. You agree to pay us in U.S. Dollars for all purchases, cash advances and balance transfers, including applicable finance charges and other charges or fees, incurred by you or anyone you authorize or permit to use your Account or a Card, even if you do not notify us that others are using your Account or a Card. We will convert purchases and cash advances made in 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 out of our credit 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 amounts owed on your Account. We can accept late payments or partial payments; or checks and money orders marked "payment in full" or with any other restrictive endorsement without losing any of our rights under this Agreement.

MONTHLY BILLING STATEMENT. We will send you a billing statement after each monthly billing period in which you have a debit or credit balance of \$100 or more. The billing statement will show all purchases, cash advances, balance transfers, finance charges and other charges or fees and all payment or other credits posted to your Account during the billing period. It will show your New Balance, Minimum Payment Due and Payment Due Date.

MONTHLY PAYMENT OBLIGATIONS. You may at any time pay the entire New Balance shown on your billing statement, but each month you must pay at least the Minimum Payment Due. All payments must be made or delivered to us in Delaware at 1400 19th Street, DE 19903-5011 or by using the envelope enclosed with such statement. All payments will be applied as determined in our discretion. We reserve the right to apply payments to balances subject to lower annual percentage rates, such as special rate balance transfers, prior to balances subject to higher annual percentage rates.

MINIMUM MONTHLY PAYMENT. The Minimum Payment Due each month will be the sum of any amount past due and the minimum monthly payment. The minimum monthly payment each month will be the greater of \$10.00 or an amount equal to 1/18th of the New Balance, rounded to the next higher whole dollar amount. However, if the New Balance is less than \$10, the minimum monthly payment will be the amount of the New Balance. You can pay ahead. The Minimum Payment Due for each monthly billing period will be reduced by the amount you have paid in excess of the Minimum Payment Due in any of the three previous monthly billing periods, less any portion of the

or is otherwise not in good standing.

CREDIT BALANCES. We will refund any credit balance within seven business days from receipt of your written request. If you do not request a refund we will automatically refund credit balances greater than \$100 which remain in your Account after two billing periods.

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

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

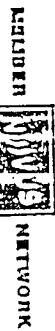
PERIODIC FINANCE CHARGES. Except as explained below, 1% (one percent) finance charges are imposed on purchases, cash advances and balance transfers from the date the transaction occurs to the date of repayment if the transaction is posted to your Account after the close of the billing period in which it occurs. We will treat the transaction as having occurred on the first day of the billing period in which it is posted to your Account. We will assess periodic finance charges as follows:

1. Current Billing Period

Periodic Finance Charges are imposed for the current billing period on purchases, cash advances and balance transfers unless, in our judgment, the payment due date, the New Balance shown on your previous billing statement, the applicable Daily Periodic Rates, only special rate balance transfers are included in the daily balance of purchases. At the end of the billing period, we add up the results of these daily balance transfers to determine your Periodic Finance Charges for the billing period.

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

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



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

(2) Previous Billing Period

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

(3) Daily Periodic Rates and Annual Percentage Rates

The Daily Periodic Rates applicable to purchases and cash advances for the current billing period and the previous billing period are based on the Annual Percentage Rate in effect for each billing period as determined below. The Daily Periodic Rates for each billing period are 1/360th of the Annual Percentage Rates in effect for the billing period. The Annual Percentage Rates in effect for the billing period, the Billing Period, may be changed based on changes in the rate level for which you qualify, as explained below.

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

(4) Annual Percentage Rate for Purchases

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

The three Annual Percentage Rate levels for purchases are: the Standard Rate, the Better Rate and the Best Rate. The rate level for which you qualify is based on the total amount of purchases that you make during an annual period, as explained below. Purchases which comprise 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 twelfth billing period after your Account was opened, and each annual anniversary of that date, as your Anniversary Date. On each Anniversary Date, we will determine your rate level based on total qualified purchases for the preceding 12 billing periods. The rate level will apply to purchases (including the outstanding purchase balance) beginning on the next day, subject to disqualification. You will not be eligible for the Better Rate or the Best Rate if, on your Anniversary Date you have failed to make the Minimum Payment Due by the Payment Due Date for two consecutive billing periods.

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

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

The Standard Rate is an ANNUAL PERCENTAGE RATE of (a) 19.8%, when the Prime Rate is lower than 10.9%, and (b) Prime Rate plus 8.9 percentage points, when the Prime Rate is 10.9% or more. The Better Rate is an ANNUAL PERCENTAGE RATE of Prime Rate plus 10.9 percentage points, but never exceeding the Standard Rate. The Best Rate is an ANNUAL PERCENTAGE RATE of Prime Rate plus 0.9 percentage points. The Better and Best Rates have a minimum of 12.9%. The Daily Periodic Rates and corresponding Annual Percentage Rates in effect on the date this Agreement is furnished to you are set forth in the enclosed "Additional Disclosure" or card carrier.

(5) Annual Percentage Rate for Cash Advances

The ANNUAL PERCENTAGE RATE for cash advances is (a) 19.8%, when the Prime Rate is lower than 10.9%, and (b) Prime Rate plus 0.9 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 Transfer Section above, purchase rate balance transfers will be subject to the Daily Financing Rate and corresponding Annual Percentage Rate that apply to purchases. If you received an offer prior to your receipt of this Agreement, the Daily Periodic Rates and Annual Percentage Rates in effect on the date this Agreement is furnished to you are set forth in the enclosed "Additional Disclosure" or card carrier.

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

MINIMUM PERIODIC FINANCE CHARGE. We will charge you a minimum periodic finance charge of \$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 \$5.00 each time you pay us with a check that is returned unpaid. This fee will also apply if a deposit 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 statement of sales slip that you request. However, we will not charge a fee if you request copies in connection with a billing error.

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

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

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

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

Account to any other party without your prior, written permission or legal process. However, if you are in default, you violate the terms of this Agreement or you file a bankruptcy petition or have one filed against you, we may release information about your Account to third parties who may assist us in enforcing our rights under this Agreement. We may also include your name and address and other identifying information on lists of Creditmembers 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 Creditmembers without notice to you. We may use automated telephone equipment or pre-recorded telephone calls to contact you about your Account.

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

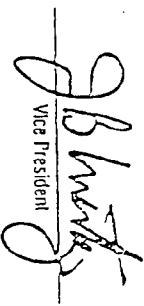
CHANGE OF TERMS. We may change any term or part of this Agreement, including any finance charge rates, fee or method of computing any balance upon which the finance charge rate is based, by sending you a written notice at least 30 days before the change is to become effective. We may apply any such change 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 agreed to the change in the notice. Use of your Account after the effective date of the change will be deemed acceptance of the new terms as of such effective date. Even if you previously notified us that you did not agree to the change.

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

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

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

Greenwood Trust Company
DISCOVER CARD


Vice President

Your Billing Rights

KEEP THIS NOTICE FOR FUTURE USE

If It Notices 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 or for help or Billing Error. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the 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 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 mention, or report you as delinquent. We can continue to bill you for the amount you dispute, including finance 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 ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell the name of anyone we reported you to in that matter has been told between us since it finally fit.

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 Rule for Credit Card Purchases

If you have a problem with the quantity 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 not 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

Home Office - Lombard, Illinois

CERTIFICATE OF LIFE INSURANCE

to All Insurance Company (herein called "Allstate"), has
Master Policy No. 64401363 to Greenwood Trust Company
in called "Policyholder" which provides Travel Accidental
Death coverage for Cardmembers & the Policyholder and their
family members

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

TERMINUS

term "Cardmember" means a Discover Cardmember in good standing
and "Dependents" means dependents of the Cardmember: the spouse
and children (or if a resident of the same household, and each
independently) including stepchildren and adopted children, not
less than 19 years of age (23 if a full-time student), who is
not more than a card member for support and maintenance. In
any event with the same person qualify as an insured Person under
the term "Cover Card. Coverage for any handicapped child
of the Cardmember, solely by reaching the limiting age. Coverage will
not be denied and continues to be both (1) incapable of self-
care (2) term of payment because of natural retardation or physical
handicap and (3) directly dependent upon the Cardmember for
care and maintenance.

"Cover Card" means bodily injury caused by an accident
while the insurance is in force for the insured Person and
in any event within 365 days of the accident, directly and
from only all other causes, in death.

up to the time riding in or upon or entering into or alighting
from an insured vehicle. The benefits of the policy providing your
age are governed primarily by the law of a State other than
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ACCIDENTAL DEATH INSURANCE

at the rate of the applicable Accidental Death benefit amounts
paid by an insured Person while occupying an
automobile paying passenger when fare is charged in advance,
not as a driver or crew member. The aircraft must be provided
by a duly licensed common carrier for regular
passenger service.

DEFINITION OF WORDS

Accidental Death Benefit which insured Person's full air fare is
divided in proportion to the Discover Card Account: \$3,500,000.

EXCLUSIONS

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

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


Michael B. Duncan


Edward G. Lovett, Jr.

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.

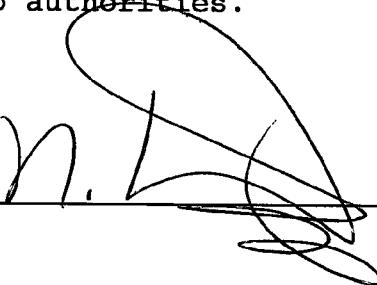
SUE MATHEWS,
an individual

Defendant(s),

VERIFICATION

The undersigned, N. Diapp, 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 11-5-02



FILED

1cc

M 12:50 PM
SMT

JAN 06 2003

Any pd. 85.00

W^{illiam} A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13503

DISCOVER BANK

03-22-CD

VS.

MATHEWS, SUE

COMPLAINT

SHERIFF RETURNS

NOW JANUARY 22, 2003 AT 2:10 PM EST SERVED THE WITHIN COMPLAINT
ON SUE MATHEWS, DEFENDANT AT RESIDENCE, RR#1 BOX 388, MORRISDALE,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SUE MATHEWS A TRUE
AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER
THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING

Return Costs

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

Sworn to Before Me This

1/26 Day Of February 2003
William A. Shaw

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

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

FILER

FEB 11 2003

01/11:30 am

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),

v.

SUE MATHEWS,
an individual

No. 03-22-CD

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
+ 29148

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

FILED

APR 03 2003

W/3:40 (m)

William A. Shaw

Prothonotary/Clerk of Courts

NOTICE TO DEFENDANT

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. 03-22-CD

v.

SUE MATHEWS,
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	\$ 4,229.75
PLUS INTEREST FROM 08-07-2002 TO: 03-31-2003	\$ 541.50
ADD ATTORNEY'S FEES	\$ 954.25
<hr/> TOTAL	<hr/> \$ 5,725.50

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 DIVISION

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

Plaintiff(s),

v.

No. 03-22-CD

SUE MATHEWS,
an individual

Defendant(s),

DEFAULT NOTICE

TO THE DEFENDANT: SUE MATHEWS,
an individual
RR 1 BOX 388
MORRISDALE PA 16858

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 2-13-03

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),

No. 03-22-CD

v.

SUE MATHEWS,
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
+ 29148

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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. 03-22-CD

SUE MATHEWS,
an individual

Defendant(s),

AFFIDAVIT OF NON-MILITARY SERVICE

I, LOUIS B. SWARTZ, do depose and say that the above-named
defendant(s) Sue Mathews
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
CIVIL DIVISION

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

Plaintiff(s),

v.

No. 03-22-CD

SUE MATHEWS,
an individual

Defendant(s),

NOTICE OF JUDGMENT

TO: SUE MATHEWS,
an individual
c/o SoLidium LLC

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 \$5,725.50 plus costs
and Interest.

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

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PROTHONOTARY

4-3-03

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

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

No.: 2003-00022-CD

Real Debt: \$5,725.50

Atty's Comm: \$

Vs.

Costs: \$

Sue Mathews
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 3, 2003

Expires: April 3, 2008

Certified from the record this April 3, 2003

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