

03-1408- CD  
MARLYN FINANCIAL SERVICES, LLC vs. WILLIAM J. SCANTISH

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

MARLYN FINANCIAL SERVICES, LLC  
ASSIGNEE OF DISCOVER FINANCIAL  
SERVICES, INC.

Plaintiff,

vs.

WILLIAM J. SCANISH  
Defendant

CIVIL DIVISION

No. 03-1408-CO

**COMPLAINT**

Filed on behalf of Plaintiff, MarLyn  
Financial Services, LLC

Counsel of Record for this party:

STOCK & GRIMES, LLP  
PA I.D. #13657

BY: PAUL V. RESSLER, ESQUIRE  
RESSLER & RESSLER, P.C.  
PA I.D. #25626  
FIRM # 739

**NOTICE TO PLEAD:**

**To Defendant:**

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

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

**FILED**

SEP 19 2003

William A. Shaw  
Prothonotary

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

<b>MARLYN FINANCIAL SERVICES, LLC,</b>	:	
<b>ASSIGNEE OF DISCOVER FINANCIAL</b>	:	
<b>SERVICES, INC.,</b>	:	
	:	
<b>Plaintiff,</b>	:	
	:	
<b>vs.</b>	:	<b>No.</b>
<b>WILLIAM J. SCANISH,</b>	:	
	:	
<b>Defendant.</b>	:	

**NOTICE TO DEFEND**

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

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

**LAWYER REFERRAL SERVICE  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
SECOND & MARKET STREETS  
CLEARFIELD, PA 16830  
TELEPHONE: 814-765-2641 EXT, 50-5**

**COMPLAINT**

AND NOW, comes the plaintiff, MARLYN FINANCIAL SERVICES, LLC, by and through its attorneys, STOCK & GRIMES, LLP., BY RESSLER & RESSLER, P.C. AND PAUL V. RESSLER, ESQUIRE, 21 YOST BOULEVARD, SUITE 301, PITTSBURGH, PA 15221 and makes the following statement:

1. Plaintiff, MarLyn Financial Services, LLC, is the purchaser and assignee of the obligation under suit herein, and/or is the authorized representative of DISCOVER FINANCIAL SERVICES, INC. or the servicer of a credit card account issued by DISCOVER FINANCIAL SERVICES, INC. to the Defendant herein, in accordance with a credit card agreement between DISCOVER FINANCIAL SERVICES, INC. and the Defendant.
2. Plaintiff, MarLyn Financial Services, LLC, is a limited liability company and is authorized to conduct business in the Commonwealth of Pennsylvania.
3. The Defendant, WILLIAM J. SCANISH, is an adult individual, who presently resides at RR 1, Box 72A, Penfield, CLEARFIELD County, Pennsylvania 15849-9801.

4. On sundry and various occasions, Defendant (s), with use of a credit card issued by DISCOVER FINANCIAL SERVICES, INC., Account No. 6011 0029 2002 9311, pursuant to their credit card agreement, made various purchases of goods and/or merchandise with the use of the credit card from authorized merchants.

5. The present outstanding balance which is due on the account is TEN THOUSAND ONE HUNDRED TWENTY AND 77/100 (\$10,120.77) as per the statement of account attached hereto and incorporated herein as Exhibit A; and, although repeated requests and demands have been made upon the Defendant to satisfy the same in accordance with the terms and conditions of the credit card agreement, the Defendant has and still refuses to pay the same.

6. As a result thereof, Plaintiff has been forced to incur reasonable attorney collection fees in the sum of TWO THOUSAND ONE HUNDRED THIRTY SIX AND 44/100 (\$2,136.44) in an attempt to legally enforce collection of the debt due it from the Defendant or Defendants, as provided by the DISCOVER FINANCIAL SERVICES, INC. Card Agreement, a copy of which is attached hereto as Plaintiff's Exhibit "B".

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

WHEREFORE, Plaintiff, MarLyn Financial Services, LLC, as the assignee and/or purchaser of the credit card account with DISCOVER FINANCIAL SERVICES, INC., demands Judgment against the Defendant, WILLIAM J. SCANISH, in the sum of TWELVE THOUSAND TWO HUNDRED FIFTY SEVEN AND 21/100 (\$12,257.21), with interest and costs.

Respectfully submitted,  
STOCK & GRIMES, LLP

BY:

  
\_\_\_\_\_  
RESSLER & RESSLER, P.C.

Paul V. Ressler, Esquire

PA I.D. #25626

Attorney for Plaintiff

Marlyn Financial Services, LLC

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

MARLYN FINANCIAL SERVICES, LLC,  
ASSIGNEE OF DISCOVER FINANCIAL  
SERVICES, INC.,

Plaintiff,

vs.

WILLIAM J. SCANISH

Defendant

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Docket No.

**VERIFICATION**

The undersigned, PAUL V. RESSLER, is an authorized agent of the plaintiff and verifies that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief, which knowledge, information and belief is based upon and has been obtained from a review of the facts and information contained in the business records of the plaintiff supplied to us by the Plaintiff. This statement is made subject to the penalties of Section 4904 of the Crimes Code ( 18 PA.S.C.A. § 4904) related to unsworn falsification to authorities.

Respectfully submitted,

MarLyn Financial Services, LLC

By:



Paul V. Ressler, Esquire  
Attorney for Plaintiff  
MarLyn Financial Services, LLC

Current Case	
Name: <b>SCANISH, WILLIAM J.</b>	Closed: <input type="checkbox"/> on
Acct. No: <b>6011-0029-2002-9311</b>	Orig. Debt: <b>\$8,545.74</b> Grp. ID: <b>D092602</b>
Entry Date: <b>10/08/02</b>	Bal. Owed: <b>\$12,257.21</b> Flags: <b>0</b>

Identification	Balances	Judgment	Letters	Misc	Receipts	Costs	Interest	Notes	Messages
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Case Identification	
Account No: <b>6011-0029-2002-9311</b>	Creditor: <b>DISCOVER</b>
Entry Date: <b>10/08/2002</b>	County: <b>CLEARFIELD</b> Addr. Status: <b>Confirmed</b>

Primary Debtor Name and Address Data	
First/MI/Last: <b>WILLIAM J SCANISH</b>	SS No: <b>194-34-8258</b>
AKA:	Phone (H): <b>(814)637-5442</b>
Address 1: <b>RR 1 BOX 72A</b>	Phone (W): <b>( ) -</b>
Address 2:	Title: <b>Mr.</b>
City/State/Zip: <b>PENFIELD PA 15849-9801</b>	

Co-Debtor Name and Address Data	
First/MI/Last:	SS No: <b>- -</b>
AKA:	Phone: <b>( ) -</b>
Address 1:	Title: <b>Mr.</b>
Address 2:	
City/State/Zip:	

q:\generic 09/11/03 10:28:13 AM

Exhibit A



Current Case

Name: **SCANISH, WILLIAM J.**

Closed: ☐ on

Acct. No: **6011-0029-2002-9311**

Orig. Debt: **\$8,545.74** Grp ID: **D092602**

Entry Date: **10/08/02**

Bal. Owed: **\$12,257.21** Flags: **0**

Identification Balances Judgment Letters Misc Receipts Costs Interest Notes Messages

Case Balance Data

Current Payoff Amount:	12257.21	Reduction of Principal:	0.00
Total Owed:	12257.21	Total Collected:	0.00
Principal Owed:	8545.74	Principal Collected:	0.00
Interest Owed:	1575.03	Interest Collected:	0.00
Court Costs Owed:	0.00	Court Costs Collected:	0.00
Attorney Fees Owed:	2136.44	Fees Collected:	0.00
Misc. Fees Owed:	0.00		

Initial Account Values

Court Costs:	\$0.00	Date Acct. Opened:	11/15
Interest:	\$0.00	Receipts Collected:	\$0.00

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## CARDMEMBER AGREEMENT

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

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

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

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

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

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

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

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

MEMBER



NETWORK

33507-MATL REV. 2/95

**LIABILITY FOR UNAUTHORIZED USE.** If a Card is lost or stolen, or if you think that someone is using your Account or a Card without your permission, notify us immediately. You can notify us by telephoning 1-800-DISCOVER (1-800-347-2583), or by writing DISCOVER CARD, PO Box 15155, Wilmington, DE 19886-1002. You may be liable for the unauthorized use of a Card or your Account. You will not be liable for unauthorized use that occurs after you notify us, by phone or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00.

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

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

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

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

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

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



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

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

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

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

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

(1) Current Billing Period

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

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

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

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

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

(2) Previous Billing Period

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

(3) Daily Periodic Rates and Annual Percentage Rates

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

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

(4) Annual Percentage Rate for Purchases

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

The three Annual Percentage Rate levels for purchases are: the Standard Rate, the Better Rate and the Best Rate. The rate level for which you qualify is based on the total amount of purchases that you make during an annual period, as explained below. Purchases which 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: 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) 19.9%, when the Prime Rate is lower than 10.9%, and (b) Prime Rate plus 3.9 percentage points, when the Prime Rate is 10.9% or more. The Better Rate is an ANNUAL PERCENTAGE RATE of Prime Rate plus 10.3 percentage points, but never exceeding the Standard Rate. The Best Rate is an ANNUAL PERCENTAGE RATE of Prime Rate plus 3.9 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) 19.9%, when the Prime Rate is lower than 10.9%, and (b) Prime Rate plus 3.9 percentage points, when the Prime Rate is 10.9% or more. The Daily Periodic Rate and corresponding Annual Percentage Rate in effect on the date this Agreement is furnished to you are set forth in the enclosed "Additional Disclosure" or card carrier.

(6) Annual Percentage Rate for Balance Transfers

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

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

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

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

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

**RESEARCH FEE.** We may charge you a Research Fee of \$.50 for each copy of a billing statement or sales slip that you request. However, we will not charge a fee if you request copies in connection with a billing error.

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

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

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

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

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

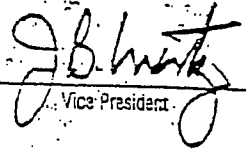
**CHANGE OF TERMS.** We may change any term or part of this Agreement, including any finance charge rate, fee or method of computing any balance upon which the finance charge rate is assessed, by sending you a written notice at least 30 days before the change is to become effective. We may apply any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

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

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

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

Greenwood Trust Company  
DISCOVER CARD

  
Vice President

FILED

11:48 AM PM 85.00  
ac to SWD  
SEP 19 2003

William A. Shaw  
Prothonotary

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

MARLYN FINANCIAL SERVICES, LLC ASDSIGNEE

Sheriff Docket # 14588

VS.

03-1408-CD

SCANISH, WILLIAM J.

COMPLAINT

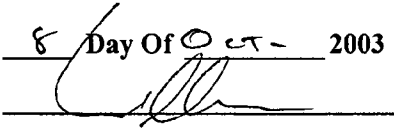
**SHERIFF RETURNS**

NOW SEPTEMBER 30, 2003 AT 10:00 AM SERVED THE WITHIN COMPLAINT ON WILLIAM J. SCANISH, DEFENDANT AT RESIDENCE, RR31 BOX 72A, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WILLIAM J. SCHANISH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: COUDRIET/RYEN

**Return Costs**

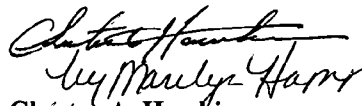
Cost	Description
29.52	SHERIFF HAWKINS PAID BY: ATTY CK# 8491
10.00	SURCHARGE PAID BY: ATTY CK# 8492

Sworn to Before Me This

8 Day Of OCT 2003  


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

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**

OCT 08 2003  
013:30  
William A. Shaw  
Prothonotary/Clerk of Courts

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

MARLYN FINANCIAL SERVICES, LLC  
ASSIGNEE OF DISCOVER FINANCIAL  
SERVICES, INC.

Plaintiff

vs.

WILLIAM J. SCANISH

Defendant

CIVIL DIVISION

No. 03-1408-CD

**PRAECIPE FOR DEFAULT JUDGMENT**

Filed on behalf of Plaintiff, MARLYN  
FINANCIAL SERVICES, LLC

Counsel of Record for this party:

STOCK & GRIMES, LLP  
By Paul V. Ressler, Esquire  
PA I.D. #13657

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

**FILED**

NOV 20 2003

William A. Shaw  
Prothonotary

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

MARLYN FINANCIAL SERVICES, LLC  
ASSIGNEE OF DISCOVER FINANCIAL  
SERVICES, INC.

Plaintiff,

vs.

WILLIAM J. SCANISH,

Defendant.

No. 03-1408-CD

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Dear Sir:

WHEREAS, the Complaint in the within captioned case was served upon the defendant by the CLEARFIELD County Sheriff on the 30<sup>TH</sup> day of September, 2003, as Ordered by this Honorable Court, said proof of service having been filed, and certificates of mailing attached hereto; and

WHEREAS, the ten (10) day Important Notice of Default was served upon defendant, WILLIAM J. SCANISH, by First Class Mail, postage prepaid, on the 5<sup>TH</sup> day of November, 2003, certificate of mailing and notice attached hereto; and

WHEREAS, defendant, WILLIAM J. SCANISH, has failed to file responsive pleading to the Complaint.

NOW THEREFORE, you are hereby directed to enter Judgment in favor of plaintiff and against defendant, WILLIAM J. SCANISH, as follows:

Amount of Judgment	<b>\$10,120.77</b>
Attorney Fees	<b>\$2,136.44</b>
Judgment Costs	<b>\$ <u>85.00</u></b>
Total	<b>\$12,342.21</b>

Respectfully submitted,

By:



Paul V. Ressler, Esq.

Attorney for Marlyn Financial Services, LLC

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

MARLYN FINANCIAL SERVICES, LLC  
ASSIGNEE OF DISCOVER FINANCIAL  
SERVICES, INC.

Plaintiff,

vs.

WILLIAM J. SCANISH

Defendant.

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No. 03-1408-CD

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

TO DEFENDANT:

**WILLIAM J. SCANISH**  
**RR 1, BOX 72A**  
**PENFIELD, PA 15849-9801**

Date of Notice: November 4, 2003

**IMPORTANT NOTICE**

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

**LAWYER REFERRAL SERVICE  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
SECOND & MARKET STREETS  
CLEARFIELD, PA 16830  
TELEPHONE 814-765-2641, EXT. 50-5**



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



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

**R&R<sup>PC</sup>**

**RESSLER & RESSLER, P.C.  
ATTORNEYS AT LAW**

21 Vost Boulevard, Suite 301 • Pittsburgh, PA 15221-5283  
412.824.6944 • Fax 412.824.7075 • [ressler@msu.com](mailto:ressler@msu.com)

Postage fees include stamps  
or meter postage and  
post mark. Inquire of  
Postmaster for current  
fee.

One piece of ordinary mail addressed to:

William J. Scanish  
RR 1, Box 70A  
Penfield, PA 15849



FILED

M 1:36 PM 11-20-03  
Noted by Stuart & Co.  
NOV 20 2003

William A. Shaw  
Prothonotary

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

Marlyn Financial Services, LLC  
Plaintiff(s)

No.: 2003-01408-CD

Real Debt: \$12,342.21

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

William J. Scanish Jr.  
Defendant(s)

Entry: \$20.00

Instrument: Judgment

Date of Entry: November 20, 2003

Expires: November 20, 2003

Certified from the record this 20th day of November, 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

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

MARLYN FINANCIAL SERVICES, LLC  
ASSIGNEE OF DISCOVER FINANCIAL  
SERVICES, INC.

Plaintiff,

vs.

WILLIAM J. SCANISH,

Defendant.

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No. 03-1408-CD

**NOTICE OF JUDGMENT**

To the Defendant:

**WILLIAM J. SCANISH  
RR 1, BOX 72A  
PENFIELD, PA 15849-9801**

**PLEASE BE ADVISED** that judgment has been entered against you and  
in favor of plaintiff, MARLYN FINANCIAL SERVICES, LLC, ASSIGNEE OF  
DISCOVER FINANCIAL SERVICES, INC., in the above captioned case, as  
follows:

Amount of Judgment	<b>\$10,120.77</b>
Attorney Fees	<b>\$2,136.44</b>
Judgment Costs	<b><u>\$ 85.00</u></b>
Total	<b>\$12,342.21</b>

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

MARLYN FINANCIAL SERVICES, LLC,  
ASSIGNEE OF DISCOVER FINANCIAL  
SERVICES, INC.,

Plaintiff,

vs.

WILLIAM J. SCANISH,

Defendant.

CIVIL DIVISION

No. 03-1408-CD

**PRAECIPE FOR WRIT OF  
REVIVAL**

Filed on behalf of Plaintiff, MarLyn  
Financial Services, LLC

Counsel of Record for this party:

STOCK & GRIMES, LLP  
PA I.D. #13657

BY: Paul V. Ressler, Esquire  
PA I.D. #25626  
FIRM No. 739

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

5  
**FILED** *Atty pd.*  
*m/12:54/BA* *20.00*  
NOV 07 2008 *1 writ to Atty*  
William A. Shaw  
Prothonotary/Clerk of Courts

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


MARLYN FINANCIAL SERVICES, LLC, ASSIGNEE OF DISCOVER FINANCIAL SERVICES, INC.,  Plaintiff,  vs. WILLIAM J. SCANISH,  Defendant.	} } } } } } } } }	CIVIL DIVISION        No. 03-1408-CD
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**PRAECIPE FOR WRIT OF REVIVAL**

To the Prothonotary:

Dear Sir or Madam:

Kindly issue writ of revival of judgment entered to the Court of Common Pleas, Clearfield County, Pennsylvania, Civil Division, Docket No. 03-1408-CD and index it in the judgment index against WILLIAM J. SCANISH in the amount of \$12,342.21 with a balance of \$16,044.87 which includes interest from November 20, 2003 in the sum of \$3,702.66.

  
\_\_\_\_\_  
Paul V. Ressler, Esquire  
Attorney for Plaintiff,  
MarLyn Financial Services, LLC

000000

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

MARLYN FINANCIAL SERVICES, LLC,  
ASSIGNEE OF DISCOVER FINANCIAL  
SERVICES, INC.,

Plaintiff,

vs.

WILLIAM J. SCANISH,

Defendant.

CIVIL DIVISION

No. 03-1408-CD

**WRIT OF REVIVAL**

To Defendant:

WILLIAM J. SCANISH  
RR 1, BOX 72A  
PENFIELD, PA 15849-9801

(1) You are notified that the Plaintiff has commenced a proceeding to revive and continue the lien of the judgment entered to the Court of Common Pleas, Clearfield County, Pennsylvania, Civil Division, Docket No. 03-1408-CD.

(2) The Plaintiff claims that the amount due and unpaid is \$12,342.21 with 6% Pennsylvania statutory interest running from November 20, 2003.

(3) You are required within twenty (20) days after service of this writ to file an answer of otherwise plead to this writ. If you fail to do so judgment of revival will be entered.

Date: 11/7/08

William J. Scanish  
Prothonotary

By: \_\_\_\_\_  
(Deputy)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

MARLYN FINANCIAL SERVICES, LLC  
ASSIGNEE OF DISCOVER FINANCIAL  
SERVICES, INC.

Plaintiff,

vs.

WILLIAM J. SCANISH

Defendant

CIVIL DIVISION

No. 2003-01408-CD

FILED

MAY 10 2010

m/12:50/

William A. Shaw  
Prothonotary/Clerk of Courts

~~100~~

no cert. copies

**PRAECIPE TO SATISFY THE DOCKET**

Filed on behalf of Plaintiff, MarLyn  
Financial Services, LLC

Counsel of Record for this party:  
Paul V. Ressler, Esquire  
Pa. I.D. #25626

STOCK & GRIMES, LLP  
FIRM No. 739

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



21

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

MARLYN FINANCIAL SERVICES, LLC  
ASSIGNEE OF DISCOVER FINANCIAL  
SERVICES, INC.

Plaintiff,

vs.

WILLIAM J. SCANISH

Defendant.

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No. 2003-01408-CD

**PRAECIPE TO SATISFY THE DOCKET**

To the Prothonotary:

Dear Sir:

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

Respectfully submitted

STOCK & GRIMES, LLP

By:



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Paul V. Ressler, Esquire  
Attorney for Plaintiff

William A. Shaw  
Prothonotary/Clerk of Court

MAY 10 2000

FILED