

03-1585-CD
DISCOVER BANK
vs. MAXINE J. THOMPSON

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

DISCOVER BANK

Plaintiff No. 03-1585-CD

vs. COMPLAINT IN CIVIL ACTION

MAXINE J. THOMPSON

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03143837

FILED

OCT 22 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No.

MAXINE J. THOMPSON

Defendant

COMPLAINT IN CIVIL ACTION AND 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 an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

LAWYER REFERRAL SERVICE
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

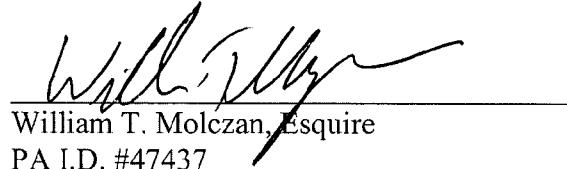
COMPLAINT

1. Plaintiff is a corporation with offices at 3311 Mill Meadow Drive, Hilliard, OH 43026.
2. Defendant is an adult individual residing at 926 Birch Street, Lanse, PA 16849.
3. Defendant applied for and received a credit card issued by Plaintiff 's bearing the account number 6011002620042788.
4. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of October 9, 2003, in the amount of \$7,537.41.
5. Defendant is in default of the terms of the cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable.
6. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, Maxine J. Thompson individually, in the amount of \$7,537.41 with interest at the legal interest rate of 6% per annum from date of judgment plus costs.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
SHALL BE USED FOR THAT PURPOSE.**

WELTMAN, WEINBERG & REIS, CO., L.P.A.



William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#:03143837

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is Robert Adkins
(Name)
Accounts Manager of Discover Financial Services Inc., servicing agent of the plaintiff herein, that
(Title) (Company)
he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Complaint are true and correct to the best of his/her knowledge, information and belief.


(Signature)

WWR# _____

c/o 926 Birch Street Lanse, Pennsylvania 16849 Defendant, *in propria persona*.

345-5584

DISCOVER BANK Plaintiff, VS. MAXINE J. THOMPSON Defendant(s). : : :
IN THE COURT COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA Case No.: 03-1585-CD CIVIL - LAW

DEFENDANT'S PRELIMINARY OBJECTION

COMES NOW, Maxine J. Thompson, Defendant, appearing specially and pursuant to Pennsylvania Rules of Civil Procedure, Rule 1028, hereby moves the above-entitled court for an order dismissing the Complaint for lack of subject matter jurisdiction on the grounds of Plaintiff's non-compliance with Federal Statutes, and for costs and reasonable expenses. See attached Memorandum in Support of this Defendant's Preliminary Objection and Affidavit of Maxine J. Thompson.

Dated: November 17, 2003, 2003. Respectfully submitted and signed by,
Maxine J. Thompson without prejudice.

Maxine J. Thompson

FILED

NOV 19 2003

William A. Shaw
Prothonotary/Clerk of Courts

c/o 926 Birch Street Lanse, Pennsylvania 16849 Defendant, *in propria persona*.

DISCOVER BANK, Plaintiff, VS. MAXINE J. THOMPSON, Defendant(s). : : :
: IN THE COURT OF CLEARFIELD COUNTY, PENNSYLVANIA Case No.: 03-
1585-CD CIVIL - LAW

ORDER

Defendant's Preliminary Objection having been read and considered and for good cause shown is hereby GRANTED.

1. _____ IT IS HEREBY ORDERED that this case is dismissed.

DATED: This _____ day of _____, 2003.

Clearfield County Court Judge

Signature

c/o 926 Birch Street Lanse, Pennsylvania 16849 Defendant, *in propria persona*.

DISCOVER BANK Plaintiff, VS. MAXINE J. THOMPSON Defendant(s). : : :
IN THE COURT COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA Case No.: 03-1585-CD CIVIL - LAW

NOTICE TO PLEAD

To: DISCOVER BANK

You are hereby notified to file a written response to the enclosed Preliminary of Objections within twenty (20) days from service hereof or a judgment may be entered against you.

Dated: November 17, 2003. Respectfully submitted and signed by, MAXINE J. THOMPSON without prejudice.

Maxine J. Thompson

c/o 926 Birch Street Lanse, Pennsylvania 16849 Defendant, *in propria persona*.

DISCOVER BANK Plaintiff, VS. MAXINE J. THOMPSON Defendant(s). : : :
IN THE COURT COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA Case No.: 03-1585-CD CIVIL - LAW

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing

1. Defendant's Preliminary Objection
2. Memorandum in Support of Defendant's Preliminary Objection
3. Affidavit in Support of Preliminary Objection
4. Copy of Billing Error Dispute Notice
5. Notice of Hearing
6. Certificate of Service
7. Notice to Plead
8. Order

was sent on the _____ 2003, by mailing a copy of the same via
Certified Mail to the following person(s):

William T. Moleczan
Weltman, Weinberg & Reis CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburg, PA 15219

By Dana P. Thompson P.O.Box 15 Kylertown, Pennsylvania 16847

c/o 926 Birch Street Lanse, Pennsylvania 16849 Defendant, *in propria persona*.

DISCOVER BANK, Plaintiff, VS. MAXINE J. THOMPSON, Defendant(s). : : :
: IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA Case No.: 03-1585-CD CIVIL - LAW

AFFIDAVIT OF MAXINE J. THOMPSON IN SUPPORT OF DEFENDANT'S
PRELIMINARY OBJECTION

I, MAXINE J. THOMPSON, hereby depose and state: that I am over the age of 18 and I am competent, and if called as a witness I will testify to the following facts:

1. That on and about JULY 5, 2003, I sent a copy of my Billing Error Notice to Plaintiff.
2. Plaintiff received a copy of said Billing Error Notice on and about JULY 7, 2003. A true and correct copy of proof of service is attached hereto by this reference.
3. That as of this date, Plaintiff has failed to answer my Billing Error Notice.
4. I, declare under penalty of perjury of the laws of the State of PENNSYLVANIA that the foregoing is true and correct.

ATTESTATION

The above facts are true and correct.

Signed by:


[NAME OF DEFENDANT]

Subscribed and Sworn before me this

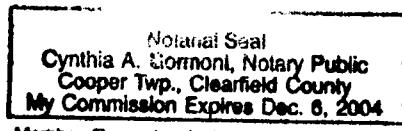
15th day of Nov, 2003.

The State of PENNSYLVANIA, County of
CLEARFIELD

Signature and Seal of Notary

Cynthia A. Giornoni

Dated: 11-15-03, 2003. Respectfully submitted and signed by, MAXINE J. THOMPSON without prejudice.



Member, Pennsylvania Association of Notaries

c/o 926 Birch Street Lanse, Pennsylvania 16849 Defendant, *in propria persona*.

DISCOVER BANK Plaintiff, VS. MAXINE J. THOMPSON Defendant(s). : : :
IN THE COURT COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
Case No.: 03-1585-CD CIVIL - LAW

RECEIVED

NOV 21 2003

**COURT ADMINISTRATOR'S
OFFICE**

MEMORANDUM OF MAXINE J. THOMPSON IN SUPPORT OF
PRELIMINARY OBJECTION

**1. PLAINTIFF FAILED TO COMPLY WITH FEDERAL STATUTES - NO SUBJECT
MATTER JURISDICTION**

1. On and about July 5, 2003, Defendant sent Plaintiff a billing error dispute notice pursuant to 15 USC § 1666 *et seq.*, for account number 6011 0026 2004 2788. A true and correct copy is attached hereto and incorporated herein by this reference.
2. As of this date Plaintiff has failed to respond to Defendant's Billing Error Notice, and is therefore prohibited from any collection efforts.
3. Under the Fair Credit Billing Act ("FCBA") a written explanation report following a reasonable investigation, or a production of documentation evidence is required to be furnished to the consumer if requested. See 15 USC § 1666(a)(3)(B)(ii). Plaintiff did not provide said explanation report or documentation evidence requested by Defendant, thus failing to comply with the statute.
4. The resolution procedures under the FCBA are clear as stated in part of CFR 226.13(d) and (f):

"...(d) Rules pending resolution. **Until a billing error is resolved** under paragraph (e) or (f) of this section, the following rules apply: (1) Consumer's right to withhold disputed amount; **collection action prohibited. The consumer need not pay** (and the creditor **may not** try to collect) any portion of any required payment that the consumer believes is related to the disputed amount (including related finance or other charges)."

"(f) Procedures if different billing error or no billing error occurred. If, **after conducting a reasonable investigation**, a

creditor determines that no billing error occurred or that a different billing error occurred from that asserted, **the creditor shall within the time limits** in paragraph (c)(2) of this section:

- (1) **Mail or deliver to the consumer an explanation that sets forth the reasons for the creditor's belief that the billing error alleged by the consumer is incorrect in whole or in part;**
- (2) **Furnish copies of documentary evidence of the consumer's indebtedness, if the consumer so requests."**

[Emphasis added]

5. "May not" is defined in Title 15 United States Code Service (lawyers edition) § 1601, page 13, which state in part:

"Grammatical usages. Section 503 of Act May 29, 1968, provides: 'In this Act [15 USCS §§ 1601 et seq.; 18 USSCS §§ 891 et seq.]: ... (3) The phrase 'may not' is used to indicate that **an action is both unauthorized and forbidden.**'"

[Emphasis added]

6. If the FCBA prohibits collection effort pending resolution of a billing dispute, this would obviously extend to filing a suit against Defendant. If a creditor does not comply with the FCBA, it forfeits its right to collect the disputed amount. See 15 USC §1666(e). This is also confirmed by the Official Staff Commentary on Regulation Z, which states in part that "the creditor is prohibited from trying to collect the disputed amount from the consumer. Prohibited collection action include...instituting court action..." See Board of Governors of the Federal Reserve System. Official Commentary on Regulation Z, Truth in lending, § 226.13, Pg. 88.

7. Plaintiff may argue that the FCBA only requires that the creditor forfeit \$50.00 of the amount in dispute. *see* 15 USC § 1666(e). However, this argument would be without merit, as the forfeiture applies to finance charges, not the amount in dispute. If the assertion that the \$50.00 penalty applies to the disputed amount, the statute should have been written that any creditor who fails to comply with the requirements of this section or section 162 forfeits any right to collect up to \$50.00 from the obligor the amount indicated by the obligor under paragraph (2) of subsection (a) of this section.

[Emphasis added]

8. This is not the case, thus the comma separating the forfeiture of the disputed amount and finance charges related thereto indicates that the \$50.00 penalty

refers to finance charges.

9. If this were not the case, a consumer who disputes a \$2000.00 erroneous charge on a billing statement, would be liable for \$1950.00 if the creditor does not comply with the FCBA and could be sued for the same. With that in mind, what reason would compel a creditor to comply with the requirements under the FCBA? Obviously none.

10. Even if the \$50.00 forfeiture penalty applies to the disputed amount, it could only apply after the creditor completed an investigation. Plaintiff has not completed an investigation, thus precluded from collecting the amount in dispute. If this were the case the Statute governing billing error disputes would be contradicting.

11. Again, Defendant refers to CFR 226.13(d) and (f) *supra*: “[u]ntil a billing error is resolved, the following rules apply: (1) Consumer's right to withhold disputed amount; collection action prohibited. The consumer need not pay (and the creditor may not try to collect). [In part] *See* paragraph 8 and 9 herein and above. If Plaintiff never resolves the billing error dispute it simply cannot collect. It would not make sense to have a statute that prohibits collection pending resolution, but only for ninety (90) days because no creditor would be compelled to comply. *See* 15 USC § 1666(a)(3)(B)(ii)

12. No compliance by the Plaintiff with the requirements of the Fair Credit Billing Act (FCBA) has been demonstrated. Plaintiff may argue against Defendant's billing error notice respecting the content of said notice. However, any such assertion by Plaintiff would be frivolous and without merit as confirmed by 15 USC §1666(a) which states in part:

“Written notice by obligor to creditor; time for and contents of notice; procedure upon receipt of notice by creditor
If a creditor, within sixty days after having transmitted to an obligor a statement of the obligor's account in connection with an extension of consumer credit, **receives at the address disclosed*** under section 1637(b)(10) of this title **a written notice** (other than notice on a payment stub or other payment medium supplied by the creditor if the creditor so stipulates with the disclosure required under section 1637(a)(7) of this title) **from the obligor in which the obligor -**
(1) sets forth or otherwise enables the creditor to identify **the name and account number (if any) of the obligor**,
(2) indicates the obligor's belief that the statement contains a billing error and the amount of such billing error, and
(3) sets forth the reasons for the obligor's belief (to the

extent applicable) that the statement contains a billing error...”
[Emphasis added]

13. Defendant’s billing error notice clearly complies with all the requirements under the section [15 USC 1666(a)]. It stated the amount in dispute, account number, and the reasons for Defendant’s belief.

14. If Plaintiff tries to argue that Defendant did not dispute a specific charge or monthly statement; that would also be without merit, as 12 CFR 226.13(a) defines a billing error as:

“(4) A reflection on a periodic statement of **the creditor's failure to credit properly a payment or other credit issued to the consumer's account.**”

“(5) A reflection on a periodic statement of a **computational or similar error of an accounting nature that is made by the creditor.**”

“(6) A reflection on a periodic statement of an extension of credit for which **the consumer requests additional clarification, including documentation evidence.**”

[Emphasis added]

15. Clearly, a billing error notice includes failure to credit a consumer’s account, a computational error made by a creditor, and the right for the consumer to request further documentation, which Plaintiff failed to do in addition to its failure to respond as required.

16. If Plaintiff tries to argue that Defendant did not send the billing error notice within the 60 days requirement under the FCBA, this too would also be without merit. Defendant did notify Plaintiff after discovering the billing error as set forth in 12 CFR 226.13(a), and this rule cannot apply to cases where Plaintiff fraudulently concealed information from Defendant of its failure to credit Defendant’s account, which if otherwise had been disclosed would have enabled Defendant to discover the error earlier.

17. In other words, Plaintiff cannot conceal material facts that it creates credits based on Defendant’s note(s) or similar instrument(s), but refuse to credit the account without Defendant’s knowledge. Then later try to argue, upon Defendant’s discovery of these facts that Defendant cannot use the FCBA to request clarification or that these credits be adjusted because the billing error notice was not sent within 60 days

of the alleged error.

18. Plaintiff must comply with the FCBA by providing a written explanation report as to why said credits should not be adjusted to the account or it would not comply with the requirements under the resolution procedures. It would be impossible for Defendant to notice errors that are concealed through fraud or mistake until Defendant has discovered such activity.

19. Notwithstanding the 60 day notification requirement, Plaintiff would still be required to provide documentation evidence and additional clarification under 12 CFR 226.13(d), as requested in Defendant's billing error notice, which Plaintiff simply did not do.

20. If Plaintiff concealed this fraudulent transaction, it should not excuse Plaintiff from complying with the FCBA. Nor should Plaintiff's noncompliance prejudice Defendant from sending a billing error dispute notice under the FCBA § 1666.

21. Therefore, based on the foregoing, Defendant's billing error notice did comply with the FCBA, and any assertion to the contrary is without merit.

CONCLUSION

For the reasons set forth herein the Plaintiff is, by their default and failure to follow federal law, prohibited from collecting the alleged debt, wherefore this case should be dismissed.

Dated: November 17, 2003. Respectfully submitted and signed by,

MAXINE J. THOMPSON without prejudice

A handwritten signature in black ink, appearing to read "Maxine J. Thompson", is written over a horizontal line.

7099 3403 0002 4603 7013

Maxine J. Thompson
PO Box 161
Lanse, PA 16849

Discover
P O BOX 15251
Wilmington DE 19886-5251

RE: Billing Error on Account # 6011 0026 2004 2788
Amount in Dispute: \$ 7,402.71

Sent 7/5/03

Dear : Discover

I am writing regarding the above account. I believe that my most recent statement June 25, 2003 is incorrect as a result of my review and investigation into the account.

I am disputing the amount because I believe that Discover failed to credit my account for money or credits accepted from me. I believe that Discover accepted my signed note(s) and other promises to pay into new bank money and credits, but failed to disclose those material facts to me. I believe that I am entitled to receive those new credits or Discover would be receiving something for nothing, while profiting from the fruit of my labor.

If Discover did not create new credits or money, and you believe that I should not be receiving those credits, please sign an affidavit including the following 4 elements:

1. That Discover does not follow Generally Accepted Accounting Principles
2. That Discover does not follow the Federal Reserve Bank policies and procedures
3. That Discover prohibits the party that funds the loan or extension of credit to be repaid
4. That Discover disclosed to me that they would create new money based on my note or similar instrument and that I am not entitled to those credits or money

In the event that you do not provide said affidavit, this billing error dispute notice shall constitute *prima facie* evidence that said billing error is a bona fide dispute and that you will credit my account accordingly. Thank you for your time and consideration in this matter, as I am confident that Discover will comply with the rules under the Fair Credit Billing Act. Please have all responses in writing, as this notice also constitutes my request for you to cease telephone communication. And I am also requesting that you close the account until further notice.

Sincerely,

Maxine J. Thompson

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

7099	3400	0002	4603	7013
Postage	\$ 1.37			
Certified Fee	1.75			
Return Receipt Fee (Endorsement Required)	2.30			
Restricted Delivery Fee (Endorsement Required)				
Total Postage & Fees	\$ 4.42			



LANSE, PA 18844
Postmark
6/16/99
USPS

Name (Please Print Clearly) (to be completed by mailer)
 N. Thompson

Street, Apt. No., or PO Box No.
 PO BOX 15251

City, State, ZIP+4
 WILMINGTON, DE 19886-5251

PS Form 3800, July 1999

See Reverse for Instructions

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

3. Article Addressed to:

Maxine Thompson
 PO Box 16
 Lanse PA
 16849

4a. Article Number

7099340000024603701

4b. Service Type

<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Certified
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Insured
<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> COD

7. Date of Delivery

7/7/03

8. Addressee's Address (Only if requested and fee is paid)

5. Received By: (Print Name)

6. Signature (Addressee or Agent)

PS Form 3811, December 1994

102595-99-B-0223 Domestic Return Receipt

Thank you for using Return Receipt Service.

In The Court of Common Pleas of Clearfield County, Pennsylvania

DISCOVER BANK

VS.

THOMPSON, MAXINE J.

COMPLAINT

Sheriff Docket # 14699

03-1585-CD

SHERIFF RETURNS

NOW OCTOBER 30, 2003 AT 2:53 PM SERVED THE WITHIN COMPLAINT ON MAXINE J. THOMPSON, DEFENDANT AT RESIDENCE, 926 BIRCH ST., LANSE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MAXINE J. THOMPSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF. SERVED BY: NEVLING

Return Costs

Cost	Description
46.80	SHERIFF HAWKINS PAID BY: ATTY CK# 8097751
10.00	SURCHARGE PAID BY: ATTY CK# 8098014

Sworn to Before Me This

17 Day Of Oct. 2003
Carter

So Answers,

Chester A. Hawkins
by Marilyn Hays
Chester A. Hawkins
Sheriff

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

FILED

DEC 17 2003

William A. Shaw
Prothonotary Clerk of Courts

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

DISCOVER BANK

Plaintiff No. 03-1585-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

MAXINE J. THOMPSON

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

FILED

JAN 05 2004

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03143837

William T. Molczan
Prothonotary

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 03-1585-CD

MAXINE J. THOMPSON

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, Maxine J. Thompson, above named, in the default of an Answer, in the amount of \$7,537.41 computed as follows:

Amount claimed in Complaint	\$7,537.41
Interest from the date of judgment at the interest rate of 6% per annum	\$
TOTAL	\$7,537.41

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:

William T. Molczan, Esquire

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#03143837

Plaintiff's address is: c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh,
PA 15219

And that the last known address of the Defendant is: 926 Birch St, Lanse, PA 16849

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 03-1585-CD

MAXINE J. THOMPSON

Defendant

IMPORTANT NOTICE

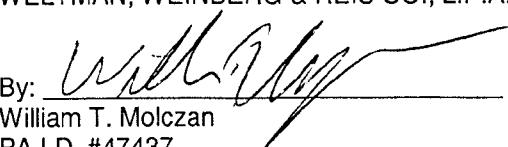
TO: Maxine J. Thompson
926 Birch Street
Lanse, PA 16849

Date of Notice: 12-9-03

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 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
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
William T. Molczan
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #03143837

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praeclipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03143837

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

Discover Bank
Plaintiff(s)

No.: 2003-01585-CD

Real Debt: \$7,537.41

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Maxine J. Thompson
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 5, 2004

Expires: January 5, 2009

Certified from the record this 5th day of January, 2004

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

DISCOVERY BANK

:

VS.

: NO. 03-1585-CD

MAXINE J. THOMPSON

:

O R D E R

NOW, this 14th day of January, 2004, the Court noting that the Defendant, on November 19, 2003, filed, pro se, Preliminary Objection to Plaintiff's Complaint; there being no certificate of service filed and it being probable that the Defendant did not serve Plaintiff's counsel with her Preliminary Objection and Memorandum of Law; that, on January 5, 2004, Plaintiff filed a Praecept for a Default Judgment; and, that thereafter judgment was entered against the Defendant and in favor of the Plaintiff in the amount of \$7,557.41, as it would appear that the entry of the judgment was inappropriate due to the filing of the above-referenced Preliminary Objection, it is therefore the ORDER of this Court as follows:

1. The parties are hereby directed to appear for argument on the Preliminary Objection on February 3, 2004, at 11:00 a.m.;

2. At the time of the hearing as noted above, the Court will also determine whether the default judgment was appropriately entered or whether the same should be struck or opened;

3. Defendant shall be responsible for serving a copy of her Preliminary Objection and a copy of her Memorandum upon counsel for the Plaintiff.

BY THE COURT,


President Judge



JAN 16 2004

William A. Shaw
Prothonotary

Withdrawal and Loan Activity from 12/18/01 to present:

DATE:	TYPE:	AMOUNT:
02/19/03	QDRO Transfer	\$35,966.00
06/02/03	Total Distribution	\$ 5,862.64

There were no other loans or withdrawals from this account during the aforementioned period.

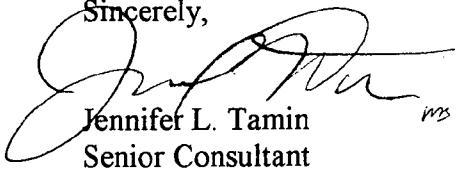
Alternate Payee's RSP:

On February 19, 2003, \$35,966.00 was transferred to an account in the Alternate Payee's name pursuant to the QDRO.

If further information is needed, please submit a written request, as we cannot provide any further information telephonically.

If you have any questions, please call us toll free at (877) 498-1764.

Sincerely,



Jennifer L. Tamin
Senior Consultant

Enclosures

cc: Lea Ann Heltzel, Esq. (w/Enclosures)

03-1585-CD

R. Denning Gearhart

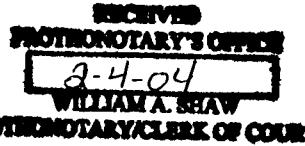
Attorney & Counselor at Law

215 E. Locust Street
Clearfield, PA 16830

814-765-1581

(fax) 814-765-6745

<http://www.dgearhartpalaw.com>



January 30, 2004

Fredric J. Ammeerman
Judges Chambers
Clearfield County Courthouse
213 Market Street
Clearfield, PA 16830

Re: Discover Bank Vs. Maxine J. Thompson

Dear Judge Ammerman:

Enclosed is your Order of January 14, 2004, setting argument on the Preliminary Objections on the above case for February 3, 2004, at 11:00 a.m.

Also enclosed is a Notice of Bankruptcy Case Filing. This renders the argument on February 3 Moot.

With a copy of this letter I am notifying Attorney William T. Molczan.

Sincerely,



R. Denning Gearhart

RDG\khh
Enclosures

cc: William T. Molczan, Esquire

2-4-04 12:00 PM ATT'NEY
MAXINE J. THOMPSON
COURT BY

FILED

01/31/04
FEB 04 2004

William A. Shaw
Prothonotary/Clerk of Courts

Per Judge's direction

**United States Bankruptcy Court
Western District of Pennsylvania**

**Notice of Bankruptcy Case
Filing**

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 7 of the United States Bankruptcy Code, entered on 01/30/2004 at 09:11 AM and filed on 01/30/2004.



Maxine J. Thompson
P.O. Box 161
Lanse, PA 16849
SSN: xxx-xx-7649

The case was filed by the debtor's attorney:

R. Denning Gearhart
215 E. Locust Street
Clearfield, PA 16830
814-765-1581

The case was assigned case number 04-21130.

The filing of a bankruptcy case automatically stays certain actions against the debtor and the debtor's property. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <http://ecf.pawb.uscourts.gov> or at the Clerk's Office, U.S. Bankruptcy Court, 5414 U.S. Steel Tower, 600 Grant Street, Pittsburgh, PA 15219.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

**Theodore S.
Hopkins
Clerk, U.S.
Bankruptcy
Court**

PACER Service Center			
Transaction Receipt			
01/30/2004 09:07:19			
PACER Login:	dg0391	Client Code:	
Description:	Notice of Filing	Case Number:	04-21130
Billable Pages:	1	Cost:	0.07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DISCOVERY BANK

:

VS.

: NO. 03-1585-CD

MAXINE J. THOMPSON

:

O R D E R

NOW, this 14th day of January, 2004, the Court noting that the Defendant, on November 19, 2003, filed, pro se, Preliminary Objection to Plaintiff's Complaint; there being no certificate of service filed and it being probable that the Defendant did not serve Plaintiff's counsel with her Preliminary Objection and Memorandum of Law; that, on January 5, 2004, Plaintiff filed a Praeclipe for a Default Judgment; and, that thereafter judgment was entered against the Defendant and in favor of the Plaintiff in the amount of \$7,557.41, as it would appear that the entry of the judgment was inappropriate due to the filing of the above-referenced Preliminary Objection, it is therefore the ORDER of this Court as follows:

1. The parties are hereby directed to appear for argument on the Preliminary Objection on February 3, 2004, at 11:00 a.m;

2. At the time of the hearing as noted above, the Court will also determine whether the default judgment was appropriately entered or whether the same should be struck or opened;

3. Defendant shall be responsible for serving a copy of her Preliminary Objection and a copy of her Memorandum upon counsel for the Plaintiff.

BY THE COURT,

/s/ Fredric J. Ammerman

President Judge

I hereby certify this to be a true and attested copy of the original statement filed in this case.

JAN 16 2004

Attest.

William L. Shan
Prothonotary/
Clerk of Courts

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

DISCOVER BANK

Plaintiff No. 03-1585-cd
vs. PRAECLPTE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

MAXINE J THOMPSON

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03143837

卷之三

FEB 17 2004

William A. Shaw
Prothonotary

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 03-1585-cd

MAXINE J THOMPSON

Defendant

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

Settle, Discontinue and End the above-captioned matter upon the records of the Court without
prejudice to refile and mark the costs paid.

WELTMAN, WEINBERG & REIS CO., L.P.A.

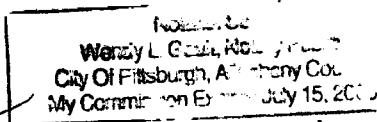
By: W.M. Flynn
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#03143837

SWORN TO AND SUBSCRIBED

before me this 11 day

of July, 2004

NOTARY PUBLIC



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

DISCOVER BANK

Plaintiff No. 03-1585-CD

vs. PRAECIPE TO VACATE JUDGMENT

MAXINE J THOMPSON

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03143837

FILED

FEB 17 2004

William A. Shaw
Prothonotary

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 03-1585-CD

MAXINE J THOMPSON

Defendant

PRAECIPE TO VACATE JUDGMENT

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

Kindly vacate the judgment entered in the above case on January 5, 2004.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#03143837

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Discover Bank

Vs.
Maxine J. Thompson **No. 2003-01585-CD**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 17, 2004, marked:

Discontinued, Settled and Ended.

Record costs in the sum of \$161.80 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 17th day of February A.D. 2004.

William A. Shaw, Prothonotary

Date: 01/29/2004

Time: 10:42 AM

Page 1 of 1

User: BANDERSON

Clearfield County Court of Common Pleas

ROA Report

Case: 2003-01585-CD

Current Judge: Fredric Joseph Ammerman

Discover Bank vs. Maxine J. Thompson

Civil Other

Date		Judge
10/22/2003	Filing: Civil Complaint Paid by: Weltman, Weinberg & Reis Co., LPA Receipt number: 1868015 Dated: 10/22/2003 Amount: \$85.00 (Check) 1 CC to Shff.	No Judge ✓
11/19/2003	Defendant's Preliminary Objections. filed by, s/Maxine J. Thompson w/o Prejudice 1 ccDefendant w/o Order	No Judge ✓
12/17/2003	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge ✓
01/05/2004	Filing: Judgment Paid by: Molczan, William T. (attorney for Discover Bank) Receipt number: 1871459 Dated: 01/05/2004 Amount: \$20.00 (Check) Notice to Def. Stmt. to Plff. Judgment entered against Def. in the amount \$7,537.41	No Judge ✓
01/16/2004	ORDER, NOW, this 14th day of January, 2004. re: The parties are hereby directed to appear for Argument on the P.O. on Feb. 3, 2004, at 11:00 a.m. At the time of the Hearing the Court will also determine whether the default judgment was appropriately entered or whether the same should be struck of opened. Defendant shall be responsible for serving a copy of her P.O. and a copy of her Memorandum upon counsel for the Plaintiff. by the Court, s/FJA,P.J. 2 cc to Atty Molczan, Defendant	Fredric Joseph Ammerman/✓