

04-1688-CD  
DISCOVER BANK, et al. vs. ANN MCGEE

Discover Bank et al vs Ann McGee  
2004-1688-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff(s), | No. 2004- 1688-CD  
v. |

ANN MCGEE,  
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

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

@71649

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

FILED *ice shff*  
*Att'y Swartz*  
*10/28/04* *pd. 85.00*  
*Oct 26 2004*

William A Shaw  
Prothonotary/Clerk of Courts

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. 2004-

v.

ANN MCGEE,  
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 A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

1-800-692-7375

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

Plaintiff(s), |

No. 2004-

v. |

ANN MCGEE,  
an individual |

Defendant(s), |

COMPLAINT

1. Plaintiff(s) is DISCOVER BANK, by its servicing agent, DISCOVER FINANCIAL SERVICES, INC., a corporation. Plaintiff's address is 3311 MILL MEADOW DRIVE, HILLIARD OH 430260000.

2. Defendant(s) is ANN MCGEE, an individual. Defendant's address is 135 1/2 E WASHINGTON AVE, DU BOIS, PA 15801-2054.

3. Plaintiff's subsidiary Discover Financial Services, Inc., at Defendant's request, opened for the Defendant a Discover Card Account Number 6011-0025-7035-3243. 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 \$7,817.45, ever since August 02, 2004, plus interest at the contract rate of 19.8% per year and plus reasonable attorney fees as authorized by the account agreement.

WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$7,817.45 plus interest from August 02, 2004 and a reasonable attorney's fee and costs.

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

# CARDMEMBER AGREEMENT

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

**EXCLUDED ITEMS.** The word "Account" means your Diamond® Card Account. The word "Card" means any one or more plastic Cards issued to you or to someone else with your authorization. The words "You", "You", "or "Yours" refer to, in addition to you, the Cardholder, any other person or persons who are by contractually liable under this Agreement. The words "We", "Us" and "Our" refer to Greenway and its Company, the issuer of your Diamond® Card.

**TERMINATION 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, is subject to this Agreement. If you or anyone whom you authorize or permit to use your Account or a Card, breaks any term or condition of this Agreement.

## 1.5 USE OF YOUR ACCOUNT.

Your Account may be used for:

**Purchases.** To purchase or lease goods or services from Diamond® Network merchants, by presenting your Card or account number.

**Cash Advances.** To obtain cash advances at Diamond® 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 six additional terms and conditions as may be imposed from time to time.

**Barter Transactions.** To transfer balances from other credit card accounts by you, or by business 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 haul 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 in 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 USE.** If you want to cancel the authorization or permission of your account by another person, you must notify us in writing or by telephone and destroy my Card in that person's possession.

(1-03-347-260), or by calling 1-800-541-1400, Minnesota, or 1-800-347-1002, You may be liable for the unauthorized use of a Card or your Account. We will not be liable for unauthorized use that occurs after you notify us, by phone or in writing, of the loss, theft, or possible unauthorised 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 your unpaid balance, including finance charges and fees, to exceed your credit limit. Your credit limit will not limit 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 balances transferred, including applicable finance charges and other charges or fees, incurred by you or anyone whom 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 to U.S. Dollars and cash advances made in foreign currency to U.S. Dollars at a rate arriving 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 convert your payment to U.S. Dollars. All checks must be drawn on funds deposited in the U.S.

**If your Account is a joint Account, each of you agrees to be liable individually and jointly for the debts and obligations in your Account. We can accept full payment or partial payment, or checks and money orders made payable in full or with any other credit, including electronic 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 payments or other credits posted to your Account during the billing period. It will show your new balance, minimum payment due and payment due date.

**MINIMUM PAYMENT DUE.** 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 the event of a U.S. Post Office, U.S. Mail or by using the telephone or by fax to us. We will accept all payments with the amount as determined in our discretion. We reserve the right to apply payments to balances subject to lower Annual Percentage Rate, such as special balance transfers, prior to balances subject to higher Annual Percentage Rates.

**1.6 Current Billing Period.**  
Periodic Finance Charges are imposed on the current balance remaining on purchases, cash advances and balance transfers unless it is paid. In the payment due date, the new balance shown on your previous billing statement. We compute periodic finance charges each day, "per annum" by the applicable daily periodic rates. Daily periodic rate balance transfers are not held 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.

**1.7 Purchase and Balance Transfer Rates.** The daily balance is calculated on each day by dividing the previous day's daily balance, purchases and the daily balance transfers that day with the exception of transfers for which no charges

are charged. The daily balance is calculated on each day by dividing the balance of purchases and purchase rate balance transfers on that day by the daily balance of purchases and the daily balance transfers that day.

**1.8 Minimum Monthly Payment.** The minimum monthly payment each month will be the greater of \$10.00 or an amount equal to 1/10th 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 more than the minimum monthly payment each month. The minimum monthly payment will be the amount of the new balance that day, and periodic finance charges charged on the previous day.

**1.9 CASH ADVANCES.** The daily balance is calculated on each day by adding the amount following to the previous day's daily balance cash advances made that day. Transactions for balance transfers for cash advances made

or is otherwise not in good standing.

**CREDIT BALANCE.** We will refund any credit balance within 60 days from receipt of your written request. If you do not request a refund, we will automatically refund credit balances for all accounts that are in good standing after two billing periods.

**DEBT AGREEMENT.** We may periodically offer you the "contingent to finance balances from other credit card accounts in 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. Rate, we transfers subject to the initial special rate as reflected in the special rate balance transfers, balance transfers for which the initial special rate has expired are reflected as purchase date balance transfers.

**FOREIGN EXCHANGE.** Each of us purchase date balance transfers for each other will contain an expiration date. If you attempt to use our balances by means of a check after the expiration date, we will treat the instruction as a cash advance. We will not make balance transfers attempted as means of a coupon after the expiration date.

**PERIODIC FINANCE CHARGES.** Except as explained below, if, "while balance transfers, finance charges and other charges or fees and all periodic finance charges are imposed on purchases, cash advances and balance transfers, the date the transaction occurs to the date of repayment of the transaction posted to your Account at the close of the billing period in a month or the month following 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 at follows:

**1.10 Current Billing Period.**  
Periodic Finance Charges are imposed on the current balance remaining on purchases, cash advances and balance transfers unless it is paid. In the payment due date, the new balance shown on your previous billing statement. We compute periodic finance charges each day, "per annum" by the applicable daily periodic rates. Daily periodic rate balance transfers are not held 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.

**1.11 Purchase and Balance Transfer Rates.** The daily balance is calculated on each day by dividing the previous day's daily balance, purchases and the daily balance transfers that day with the exception of transfers for which no charges

are charged. The daily balance is calculated on each day by dividing the balance of purchases and purchase rate balance transfers on that day by the daily balance of purchases and the daily balance transfers that day.

**1.12 Minimum Monthly Payment.** The minimum monthly payment each month will be the greater of \$10.00 or an amount equal to 1/10th 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 more than the minimum monthly payment each month. The minimum monthly payment will be the amount of the new balance that day, and periodic finance charges charged on the previous day.

**1.13 CASH ADVANCES.** The daily balance is calculated on each day by adding the amount following to the previous day's daily balance cash advances made that day. Transactions for balance transfers for cash advances made

**Member**  
  
**Diamond Network**

1-03-347-260

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

For daily transfers, the daily balance is calculated on a daily basis by calculating the following to the previous day's daily balance balances made daily and periodic balance transfers on that day. (In the last daily balance and by then subtracting any credits and payments that are applied against the balance of balance transfers on that day. (In the last day of the current billing period we also subtract from the balance those balance transfers that became purchase rate balance transfers on that day.

(2)

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 application 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 balance transfers are calculated above, with the previous day's daily balance consistent 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 1/365 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 next 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 first 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 Limited 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 qualify for this annual total are considered to be qualified purchases. We make certain appropriate adjustments to qualified purchases in respect of

Account activity (b) a credit issued for a returned purchase(s). You will qualify for the Standard Rate if total qualified purchases are less than \$500.00, the Limited Rate if total qualified purchases are \$500.00 or more but less than \$1,000.00, and the Best Rate if total qualified purchases are \$1,000.00 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 purchases) beginning on the next day, subject to disqualification. You will not be eligible for the Limited 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 Best Rate or the Limited Rate and we will charge your rate level to the Limited Rate or the Best Rate and we will charge 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 limited 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) 19.0%, when the Prime Rate is lower than 9.0%, and (b) Prime Rate plus 8.9 percent. All other rates are set forth in the table below. The Limited Rate is an ANNUAL PERCENTAGE RATE of Prime Rate plus 19 percent plus points, but never exceeding the Standard Rate. The Best Rate is an ANNUAL PERCENTAGE RATE of Prime Rate plus 9.9 percent plus points. The Best Rate and those rates have a minimum of 12.7%. 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.

The ANNUAL PERCENTAGE RATE for cash advances is (a) 19.0%, when the Prime Rate is lower than 10.9%, and (b) Prime Rate plus 9 percent plus 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.

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, purchased 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 execution 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.

(5) Annual Percentage Rate for Cash Advances

The ANNUAL PERCENTAGE RATE for cash advances is (a) 19.0%, when the Prime Rate is lower than 10.9%, and (b) Prime Rate plus 9 percent plus 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.

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, purchased 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 execution 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 FEES/TRANSACTION CHARGES.** We will charge you a Transaction fee/Finance Charge of 2 1/2% of the amount of each new cash advance. There is a minimum transaction fee/Transaction Charge of \$2.00 and no minimum transaction fee/Transaction Charge. The imposition of Transaction fee/Transaction Charges may result in an Annual Percentage Rate for cash advances that is higher than the nominal Annual Percentage Rate. All loans of cash advances, including the use of discover and checks, regardless of the price for which issued, are subject to Transaction fee/Finance Charges. To obtain the total Transaction Charge on cash advances for each billing period, 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.

**INDIVIDUAL PERIODIC FINANCE CHARGE.** We will charge you a minimum periodic individual charge of \$1.00 for any billing period in which some periodic finance charges are imposed.

**RETURN TO CREDIT LINE.** 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 we cash a transaction to a deposit account from which you have withdrawn or in writing to periodic individual charge of \$1.00 for 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.

**OVERDRAFT FEE.** We may charge you a overdraft fee of \$15.00 for each

of a holding statement or sales slip if you request. However, we will not charge a fee if you request copies in connection with a holding statement.

**OVERDRAFT FEE.** We will charge you an Overdraft fee of \$15.00 for each holding 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.

**DEFERRED COLLECTION COSTS.** You are in default if you have more insurable 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 begin the collection of your Account to an attorney, we may charge you reasonable attorney's fees and court or other collection costs as permitted by law and as actually incurred by us.

**CANCELLATION.** You may cancel your Account by notifying us in writing or by telephone and returning or destroying every card and unused check that we have provided you. Of course, you will still be responsible to pay any amount you owe us according to the terms of this 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 discharge 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 our 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 cancel a Card without notice.

**PRIVACY.** We may investigate your credit, employment, and business records and verify your credit references. We also may obtain or create reporting accounts and other creditors that status and payment history of your Account including negative credit information. We normally report to such credit reporting agencies each month. We will not retransmit 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 enforcement of our rights under this Agreement. We may also include your name and address and other identifying information on lists of Creditors' lists of Creditors' lists of companies selling products or services that may be of interest to you. Our supervisory personnel may listen in on credit telephone calls between you and our representatives to better evaluate the quality of our service to our Creditors without notice to you. We may use automated telephone equipment or pre-recorded telephone calls to contact you about your Account.

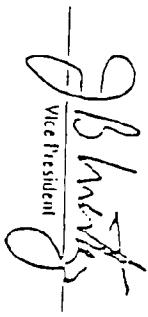
**CHARGE AUTHORIZATIONS.** Certain purchases and cash advances will be made on our authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction. We will not have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

**CHANGE OF TERMS.** We may change any term or part of this Agreement, including any interest charge rate or method of computing any balance upon which the finance charges will be imposed, 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 transactions 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. In such case, your Account will be closed and you must pay us the balance that you are not under the existing terms of the unchanged Agreement. Otherwise, you will have agreed in the change that the notice, use of your Account after the effective date of the change will be deemed acceptance of the new terms or of such other 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 in 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.

  
Vice President

Greenwood Trust Company  
WESCON CASH



## Your Billing Rights

### KEEP THIS NOTICE FOR FUTURE USE

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

#### 1. Notify Us in Case of Error or Disposition 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 consumer sheet of paper at the address listed on your bill for "Billing Disputes." Write to us as soon as possible. We must hear from you no later than 60 days after we bill you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

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 bill 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 contacted the creditor. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

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

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

If you tell us that we made a mistake on your bill, you will not have to pay any finance charges related to any amount we mistake. 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 tell us within 10 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. We must tell anyone we report you to that this matter has been settled between us when it finally is.

If we don't follow the 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 or service 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 that 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 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 merchant.

**ALL STATE LIFE INSURANCE COMPANY**

Life Office - Mount, Lake, Illinois

**CERTIFICATE OF INSURANCE**

In This Insurance Company (herein called "Allstate") has  
Insured Policy No. 6410363 to Greenwood Trust Company  
a. called "Custodian" which provides Travel Accidental  
or Death Benefits. The benefits of the policy providing your  
are granted primarily by the law of a State other than  
the state of Illinois.

**III: CUS**  
a. "Custodian" is a Designated Caudmember in good standing  
as a resident of the same household; and each  
i. all, including stepchildren and adopted children, not  
b. n. 19. years of age (23 if a full time student), who is  
in step with the Caudmember for support and maintenance. In  
i. will the same person qualify as an insured Person under  
b. n. 19. the Travel Accidental or Death Benefit of this Policy. The  
i. Caudmember is solely responsible for maintaining the  
b. n. 19. Caudmember. Coverage for any handicapped child  
i. will be provided by the Travel Accidental or Death Benefit of this  
b. n. 19. Policy. This does not include the Travel Accidental or Death  
i. and b. n. 19. Benefit coverage of a child, stepchild or physical  
b. n. 19. dependency upon the Caudmember for  
i. and b. n. 19. maintenance.

c. Injury, if means bodily injury caused by an accident  
i. while the insured Person is in travel for the insured Person and  
b. n. 19. dies within 30 days of the accident, directly and  
i. only to all other causes, in death.

b. n. 19. dies riding in or upon or entering into or alighting  
i. and b. n. 19. vehicle.

**IV: ACCIDENTAL DEATH INSURANCE:**

i. b. n. 19. the applicable Accidental Death benefit amounts  
b. n. 19. set by an insured Person while occupying an  
i. b. n. 19. flying passenger when fare is charged in advance,  
b. n. 19. as a pilot or crew member. The aircraft must be provided  
i. b. n. 19. by a duly licensed common carrier for regular  
b. n. 19. use.

**DETAILED AGREEMENT**

Accidental Death Benefit when Insured Person's full air fare is  
divided in individual to the Designated Caudmember: \$1,000.000.

**EXCLUSIONS:**

Accidental Death Benefit 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 a.m. on the date that they no longer fulfill the requirements  
of the insured Person as defined, or upon termination of the Master  
Policy. Termination will be without prejudice to any claim original-  
ing prior to the effective date of termination.

**GENERAL PROVISIONS.**

**INSURABILITY:** Unless otherwise specified by the Caudmember,  
any sum due under this policy for loss of life of an insured Person  
will be paid.

1. to the Caudmember, if living, otherwise;  
2. to the spouse of the Caudmember, if living, otherwise;

3. equally to the then living lawful children of the Caudmember  
including stepchildren and adopted children, if any, otherwise;  
4. equally to the Caudmember's parents or parent then living.

Otherwise:

5. to the estate of the Caudmember.

**CHANGE OF INSURABILITY:** The Caudmember 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 Mount Office within six months after the occurrence  
of any loss covered by the Policy, or as soon as reasonably  
possible.

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

**CLAIM FEE:** Once Allstate receives written notice of a claim  
it will send a form for filing proof of loss. If this form is not sent  
to the claimant within 15 days after Allstate receives notice, then  
providing compensation will be made by filing Allstate will pay 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 incurred, unless the claimant was legally  
incapable of doing so.

**PAYMENT OF CLAIM:** Unsettled payable for loss under this policy  
will be paid immediately upon receipt of due written proof of loss  
and any benefit under this policy is payable to an insured Person  
either or to a person who is a minor or to other who is not entitled  
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 this policy cannot be  
brought sooner than 60 days after Allstate receives written proof of  
loss as required, and no such action may be initiated after three  
years from the time written proof of loss is received.

**COMPLIANCE WITH STATE LAWS:** Any provision of this 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.

**ADVISORY:** Allstate at its own expense shall have the right and  
opportunity to make an autopsy when it is not conducted by the  
AllSTATE LIFE INSURANCE COMPANY

  
Robert F. Duncum  
Secretary

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

Plaintiff(s),

No. 2004-

v.

ANN MCGEE,  
an individual

Defendant(s),

VERIFICATION

The undersigned, CHAM, avers  
that he/she is the APNT of Plaintiff,  
is authorized to make this verification on behalf of  
Plaintiff, 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

9-14-04CHAM

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

**DISCOVER BANK by its servicing agent**

**VS.**

**MCGEE, ANN**

**COMPLAINT**

**Sheriff Docket #** 16537

**04-1688-CD**

**SHERIFF RETURNS**

---

NOW NOVEMBER 17, 2004 AT 1:15 PM SERVED THE WITHIN COMPLAINT ON ANN MCGEE, DEFENDANT AT RESIDENCE, 8 DENTON AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JACKIE YOST, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET

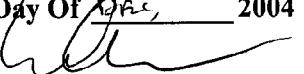
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**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>75.00</b>	<b>SHERIFF HAWKINS PAID BY: ATT CK# 33240</b>
<b>10.00</b>	<b>SURCHARGE PAID BY: ATTY CK# 33241</b>

---

**Sworn to Before Me This**

15 Day Of Dec, 2004  


---

**So Answers,**

  
by   
**Chester A. Hawkins**  
**Sheriff**

**FILED** *ew*

**DEC 15 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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. 2004-01688-CD

v.

ANN MCGEE,  
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

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

(412) 288-0300  
#71649

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

FILED *No CC*  
4/3/2005  
JAN 10 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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. 2004-01688-CD

v.

ANN MCGEE,  
an individual

Defendant(s),

**AFFIDAVIT OF NON-MILITARY SERVICE**

I, LOUIS B. SWARTZ, do depose and say that the above-named  
defendant(s) Ann McGee

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

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

CIVIL DIVISION

Plaintiff(s),

No. 2004-01688-CD

v.

ANN MCGEE,  
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Defendant(s),

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SERVICE

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4/13/52/05  
JAN 10 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

DISCOVER BANK, by its servicing  
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Plaintiff(s),

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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. 2004-01688-CD

v.

ANN MCGEE,  
an individual

Defendant(s),

PRAECIPE FOR DEFAULT JUDGMENT

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

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

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

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

(412) 288-0300  
#71649

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FILED NO CC  
6K 1/3/05 BPA/My/AD-2000  
JAN 10 2005 Notice to Judg.  
William A. Shaw Statement to Atty  
Prothonotary/Clerk of Courts

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

Plaintiff(s),

No. 2004-01688-CD

v.

ANN MCGEE,  
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	\$ 7,817.45
PLUS INTEREST FROM 08-02-2004 TO: 01-11-2005	\$ 686.99
ADD ATTORNEY'S FEES	\$ 1,700.89
<hr/> TOTAL	\$ 10,205.33

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

  
\_\_\_\_\_  
Louis B. Swartz  
Attorney for PLAINTIFF  
SWARTZ, LOVEJOY & 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. 2004-01688-CD

ANN MCGEE,  
an individual

Defendant(s),

**DEFAULT NOTICE**

TO THE DEFENDANT: ANN MCGEE,  
an individual  
135 1/2 E WASHINGTON AVE  
DU BOIS, PA 15801-2054

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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. P

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

PENNSYLVANIA LAWYER REFERRAL SERVICE  
100 SOUTH STREET, P.O. BOX 186  
HARRISBURG, PA 17108

1-800-692-7375 **S-Louis B. Swartz**

Date 12/16/04

\_\_\_\_\_  
Louis B. Swartz  
Attorney for PLAINTIFF  
SWARTZ, LOVEJOY & 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

defnote/defnotex

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

**COPY**

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

Plaintiff(s),

v.

No. 2004-01688-CD

ANN MCGEE,  
an individual

Defendant(s),

NOTICE OF JUDGMENT

TO: ANN MCGEE,  
an individual  
135 1/2 E WASHINGTON AVE  
DU BOIS, PA 15801-2054

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 \$ 10,205.33 plus costs  
and Interest.

W.B. Swartz  
PROTHONOTARY

Louis B. Swartz  
Attorney for PLAINTIFF  
SWARTZ, LOVEJOY & 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  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

COPY

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

No.: 2004-01688-CD

Real Debt: \$10,205.33

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Ann McGee  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 10, 2005

Expires: January 10, 2010

Certified from the record this 10th day of January, 2005.

---

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