

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff(s),

v.

ANN MCGEE,
an individual

Defendant(s),

CIVIL DIVISION

No. 2004- 1688-CD

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

FILED

ml 2.28.04
OCT 26 2004

William A. Shaw
Prothonotary/Clerk of Courts

@71649

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

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CIVIL DIVISION

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

Plaintiff(s),

v.

ANN MCGEE,
an individual

Defendant(s),

No. 2004-

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

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DISCOVER BANK, by its servicing
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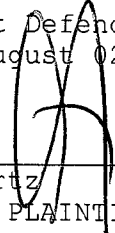
Defendant(s),

No. 2004-

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

ITC

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

ACCOUNTS RECEIVABLE CARD means any one or more accounts receivable cards issued to you by the bank, which may or may not be subject to a security agreement, in favor of the bank, in connection with the credit line, and which may be subject to a security agreement, in favor of the bank, in connection with the credit line, and which may be subject to a security agreement, in favor of the bank, in connection with the credit line.

1.31 OF YOUR ACCOUNT. Your Account may be used for:

- Purchases - to purchase or lease goods or services from NOVUS,SM Network merchants, by presenting your Card or account number.

• **Cash Advances** - In obtaining cash advances at NOVUS Cash Advance[®] and making better 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.

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.

We will never give your Card or its information to anyone else. Your Account may only be used to pay any amount you owe under the Credit Agreement. Prior to its use, each Card must be signed by the person in possession of it. We are not responsible for the release of anyone's confidential information if it is issued. Your Account may not be used for illegal or immoral purposes or to obtain loans to purchase, e.g., carry or trade in securities.

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.

MEMORANDUM



ИЗДАНИЕ

20501 11/11/11 2106

(1-800-347-8003), or by visiting HSA.UWVILL.COM, you agree to not knowingly, or recklessly, use the information on this card for unauthorized use. You may be liable for the unauthorized use of a Card on your UG 1986B-1002. 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 on, although not 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 advance in your Account.

FINANCIAL TRAVEL. You agree to pay in U.S. Dollars all purchase prices, cash advances and balance transfers, including applicable finance charges and other charges or fees, incurred by you on any one your authorized or partial to use on your Account on a Card, even if you did not notify us that others are using your Account on a Card. We will convert your balances and cash advances, made on 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 and will, in convert your payment to U.S. Dollars. All effects 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 sum not owed on your Account. We can accept this payment or partial payment, or checks and money orders marked "payment in full" or with any other restrictive endorsement without losing any of our rights under this Agreement.

ADDITIONAL INSTRUCTIONS: We will send you a billing statement after each monthly billing period in which you have a credit or credit balance of \$1.00 or more. The billing statement will show all purchases, cash advances, finance charges, interest charges and other charges or fees and all payments and other credits posted to your account during the billing period. It will show you how balance, Minimum Payment Due and Payment Due Date.

[illegible]

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 1% of the new balance, rounded to the next highest amount equal to 1/16th of the New Balance, rounded to the next highest 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 due for each monthly billing period with the billard. 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 this

or is otherwise not in good standing

CRITICAL BALANCES. We will refund any credit balance within 90 business days from receipt of your written request. If you do not request a refund, we will automatically refund credit balances over after than \$1,000 to your Account after two billing periods.

BALANCE TRANSFERS. We may periodically offer you the opportunity to transfer balances from other credit cards accounted 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 are 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 a balance as of a date after the expiration date, we will treat the request as of a cash advance. We will not make balance transfers attempted by means of 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, if, under *Instant Charges*, we impose on purchases, cash advances and balance transfers, there will be no finance charges on the balance of the account. If the transaction is not paid in full by the date of repayment, the finance charges will be posted to your Account after the close of the billing period in which the transaction is posted to your Account after the close of the billing period in which it is posted to your Account. We will assess the finance charges as follows:

(1) **Current filling status**

Periodic Finance Charges are imposed for the current billing period on purchases, cash advances and balance transfers, interest in arrears, by the issuer. The finance charge, shown on your previous billing statement, will be computed. **Periodic Finance Charges** each day, for unpaid transfers and purchases, cash advances and balance transfers and for your daily balances of purchases, cash advances and balance transfers. They are applied to the applicable daily finance rates. Your special rate balance transfers are not included in the daily balance of balance transfers. **Periodic Finance Charges** 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 exactly the first billing day following the previous day's daily balance. **Purchases** include that day's first billing day. For the recognition of interest from the day's daily balance, we charged that day (with the recognition of interest from the day's daily balance) and **Periodic Finance Charges** charged on the previous day's daily balance and by then adding 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 in the balance of transfers. Transfers that become purchase rate balance transfers on a day.

For cash advances, the daily balance is calculated on each day by ... adding the following to the previous day's daily balance: cash advance 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.

- (2) **Previous Billing Period**
- Previous 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. In 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 charged based on changes in the rate level for which you qualify, as explained below.

- (4) **Annual Percentage Rate for Purchases**
- 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 guideline and does not represent the lowest or best interest rate available to a borrower at any particular bank at any given time.

- (5) **Annual Percentage Rate for Advances**
- 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 Better Rate and the First Rate. The rate level for which you qualify is based on the total amount of purchases that you make during an annual period, as explained below. Purchases which compose this annual total are sometimes referred to as qualified purchases. We make certain appropriate adjustments to qualified purchases in respect of

Account activity (a) 0, 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 First Rate if total qualified purchases are \$1000.00 or more.

You will qualify for and receive the first rate until your next 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 on the First 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 on the First 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 you next Anniversary Date.

If your Account is closed, the rate level (that is, the Standard Rate, the Better Rate or the First 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 **ADJUSTED PERCENTAGE RATE** of (a) 19.9%, when the Prime Rate is lower than 10.9%, and (b) Prime Rate plus 8.9 percentage points, when the Prime Rate is 10.9% or more. The Better Rate is an **ADJUSTED PERCENTAGE RATE** of Prime Rate plus 10.9 percentage points, but never exceeding the Standard Rate. The First Rate is an **ADJUSTED PERCENTAGE RATE** of Prime Rate plus 12.9 percentage points. The First 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.

- (6) **Annual Percentage Rate for Cash Advances**

The **ADJUSTED PERCENTAGE RATE** for cash advances is (a) 19.9%, when the Prime Rate is lower than 10.9%, and (b) Prime Rate plus 8.9 percentage points, when the Prime Rate is 10.9% or more. The **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.

- (7) **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, purchaseable 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 Annual Percentage Rate for cash advances advances, including the use of the Cover 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 each billing period, we then 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 \$1.00 for any billing period in which some Periodic Finance Charge of less than \$1.00 would otherwise be imposed. DEBIT CARD CHARGE. We will charge you a Refunded Check Fee of \$15.00 each time you pay us with a check that is returned unpaid. The fee will also apply if a debit transaction to a deposit account from which you have authorized us to debit is returned unpaid 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. RESCIND FEE. We may charge you a Rescind Fee of \$5.00 for each copy of a billing statement or sales slip that you request. However, we will not charge a fee if you request copies in connection with a billing error. OVERDRAFT FEE. We will charge you an Overdraft 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.

DEBIT CARD 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 collect 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 refusing or destroying every Card and unexpired check that amount you owe us according to the terms of this Agreement. If you 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 likely to default 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 back of a Card without notice.

PRIVACY. We may investigate your credit, employment and financial 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 in 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.

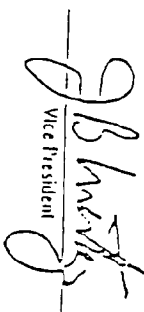
CHARGE OF THIEF. We may charge any term or part of this Agreement, including any finance charge rate, fee or method of computing any balance, upon which the finance charge rate is assessed, by sending you a written notice at least 30 days before the change is to become effective. We may apply any such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

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

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

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

Greenwood Trust Company
DISCOVER CARD


Vice President

TL6 - 61

CASHBACK BONUSSM TERMS AND CONDITIONS

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

1. Cashback Bonus is an amount denominated in dollars and cents, which may be earned by Discover Cardmembers by using their Discover Card for purchases. Cashback Bonus is not earned for cash advances. Cashback Bonus is subject to these terms and conditions and is subject to change without notice. Cashback Bonus is subject to disqualification prior to being awarded in circumstances described below.
2. Cashback Bonus is calculated based on an annual period corresponding to the Cardmember's anniversary year. The first anniversary year begins on the date the Card is issued and ends on the last day of the twelfth monthly billing period which follows. Each successive anniversary year is the approximate one year period comprised of the next twelve monthly billing periods.

3. The amount of Cashback Bonus is calculated by multiplying each purchase by:

- 25% (0.25), if the purchase is part of the first \$1,000 in purchases during the anniversary year
- 50% (0.50), if the purchase is part of the second \$1,000 in purchases during the anniversary year
- 75% (0.75), if the purchase is part of the third \$1,000 in purchases during the anniversary year
- 100% (1.00), if the purchase is part of the purchases in excess of \$3,000 during the anniversary year

The total of such calculations for each anniversary year is the amount of Cashback Bonus which will be awarded as described below. The calculation begins again with the beginning of each anniversary year. The Cardmember's monthly billing statement will show the amount of Cashback Bonus and total purchases through the date of the statement for each anniversary year.

4. Cashback Bonus is awarded shortly after each anniversary year. The exact method of award may change from year to year, but the Cardmember will have the opportunity to receive Cashback Bonus in a cash equivalent (e.g., check or credit to the Cardmember's Discover Card Account). As part of the award method, the Cardmember may have the opportunity to make a selection or choice on a timely basis, may result in which Cashback Bonus is awarded on the award redemption. The failure to make such election or choice on a timely basis may result in the exercise of default options or in the disqualification of the Cardmember's award. Unlike the Cardmember's responsibility to notify Discover Card of the exercise of Cashback Bonus award is not received for any reason. Cardmembers have no right to accrued but unawarded Cashback Bonus amounts. If an Account is closed for any reason prior to the anniversary year, any unawarded Cashback Bonus will be forfeited.

5. Presently, Cashback Bonus is awarded by means of (i) a credit to the Cardmember's Account, if the amount is less than \$2.00, and (ii) a check mailed to the Cardmember (by either first class or third class mail, if the amount is \$2.00 or greater).

6. Cashback Bonus is awarded to Cardmembers in good standing at the time of the award. Cardmembers who are delinquent at the time of the award may, at the option of Discover Card, have their Cashback Bonus applied automatically as a credit to their Account.

7. In the event a Card is lost or stolen, the amount of Cashback Bonus, the amount of qualifying purchases, and the anniversary date from the old Account are transferred to the new Account.

8. Discover Card reserves the right to make appropriate adjustments to Cashback Bonus amounts in respect of Account activity (e.g., a credit to an Account in respect of a prior purchase will result in a reduction of Cashback Bonus).

Card M.V. 7/93

-11-6 - 1

Your Billing Rights

KEEP THIS NOTICE FOR FUTURE USE

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

1. Notify Us in Case of Error or Question About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address listed on your bill for notice of billing errors. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but nothing we will not protect your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the disputed error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

2. Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you 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 against your credit limit. You do not have to pay any

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

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay the finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you 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 quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the goods or services. There are two limitations on this right:

- (a) You must have made the purchase at your home or office or, if not within your home state, within 100 miles of your current mailing address; and
- (b) the purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we misled you the advertisement for the goods or services.

1. The Office - Month; rank, Illinois
2. Certificate of U.S. Service

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המחיר: 100 ₪

ANNUAL DEATH JOURNAL

11/25/2011

At the time of the 1994 election, the company had an investment in the company of \$1,000,000.

EXCLUSION: . . .

2. declared or intended war or any act thereof

TERMINATION OF COVINCANCE

ing prior to the effective date of termination.

GENERAL PROVISIONS

will be paid.

5. to the estate of the Cardmember

The consent of the beneficiary is not needed for the change

HOW TO REPORT A CLAIM: Whether making a claim must be given

possible.

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Division of Life Sciences

Altogether within nine

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\$1,000) to any blood relative of the Insured Person

extent of such payment.

years from the time written proof of loss is required.

such low

opportunity to make the money

ALLSTATE LIFE INSURANCE COMPANY

Synology

Introduction

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.

ANN MCGEE,
an individual

Defendant(s),

No. 2004-

VERIFICATION

The undersigned, CHORAN, avers
that he/she is the agent 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

9-16-04

CHORAN

In The Court of Common Pleas of Clearfield County, Pennsylvania

DISCOVER BANK by its servicing agent

VS.

MC GEE, ANN

COMPLAINT

Sheriff Docket #

16537

04-1688-CD

SHERIFF RETURNS

NOW NOVEMBER 17, 2004 AT 1:15 PM SERVED THE WITHIN COMPLAINT ON ANN MC GEE, 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

Return Costs

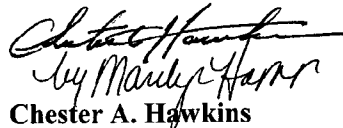
Cost	Description
75.00	SHERIFF HAWKINS PAID BY: ATT CK# 33240
10.00	SURCHARGE PAID BY: ATTY CK# 33241

Sworn to Before Me This

15 Day Of Dec, 2004



So Answers,



Chester A. Hawkins

Sheriff

FILED *EOK*

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

Plaintiff(s),

v.

ANN MCGEE,
an individual

Defendant(s),

CIVIL DIVISION

No. 2004-01688-CD

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 *NCC*
6x m/3:52/04
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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SERVICES, INC., a corporation

Plaintiff(s),

v.

ANN MCGEE,
an individual

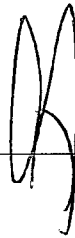
Defendant(s),

No. 2004-01688-CD

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
agent, DISCOVER FINANCIAL
SERVICES, INC., a corporation

Plaintiff(s),

v.

ANN MCGEE,
an individual

Defendant(s),

CIVIL DIVISION

No. 2004-01688-CD

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

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FILED *N/C*
64 *3:52 PM*
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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SERVICES, INC., a corporation

Plaintiff(s),

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ANN MCGEE,
an individual


Defendant(s),

No. 2004-01688-CD

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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

Plaintiff(s),

v.

ANN MCGEE,
an individual

Defendant(s),

CIVIL DIVISION

No. 2004-01688-CD

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

FILED NO CC
6K m/3:52 PM 1/10/2005
JAN 10 2005
William A. Shaw
Prothonotary/Clerk of Courts
Notice to Judge
Statement to Attorney

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
CIVIL DIVISION

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

Plaintiff(s),

v.

ANN MCGEE,
an individual

Defendant(s),

No. 2004-01688-CD


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
TOTAL	<u>\$ 10,205.33</u>

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.

ANN MCGEE,
an individual

Defendant(s),

No. 2004-01688-CD

DEFAULT NOTICE

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

IMPORTANT NOTICE

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

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

Plaintiff(s),

v.

ANN MCGEE,
an individual

Defendant(s),

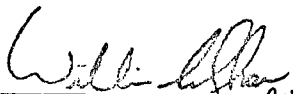
No. 2004-01688-CD

COPY

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.


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