

05-854-CD
Discover Bank vs. Lisa Heberling

Discover Bank v. Lisa Heberling
2005-854-CD

Date: 12/14/2005

Clearfield County Court of Common Pleas

User: BILLSHAW

Time: 11:23 AM

ROA Report

Page 1 of 1

Case: 2005-00854-CD

Current Judge: Fredric Joseph Ammerman

Discover Bank vs. Lisa A. Heberling

Civil Other

Date		Judge
06/16/2005	New Case Filed.	No Judge
	✓ Filing: Civil Complaint Paid by: Warmbrodt, James C. (attorney for Discover Bank) Receipt number: 1903058 Dated: 06/16/2005 Amount: \$85.00 (Check) 1 Cert. to Sheriff.	No Judge
08/19/2005	✓ Sheriff Return, June 20, 2005, served the within Complaint on Lisa A. Heberling. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm . Sheriff Hawkins costs pd by atty \$32.05.	No Judge
09/12/2005	✓ Filing: Praecipe For Default Judgment Paid by: Warmbrodt, James C. (attorney for Discover Bank) Receipt number: 1908210 Dated: 09/12/2005 Amount: \$20.00 (Check) Judgment in favor of Plaintiff and against the Defendant in the amount of \$7,359.83. Filed by s/ William T. Molczan, Esquire. 1CC & Notice to Def., Statement to Atty.	No Judge
10/31/2005	✓ Petition to Strike and/or Open Judgment, filed by Defendant. 3 Cert. to Defendant.	No Judge
11/04/2005	✓ Order NOW, this 2nd day of November, 2005, upon consideration of the Petitioner's PETITION TO STRIKE AND/OR OPEN JUDGMENT, a rule is hereby issued upon Respondents to show cause why the petition should not be granted. Rule Returnable the 14th day of December 2005 at 11:00 a.m. in courtroom No. 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 3CC deft.	Fredric Joseph Ammerman
12/13/2005	✓ Plaintiff's Response in Opposition to Defendant's Petition for Relief from Judgment by Default, filed by s/ Benjamin R. Bibler Esq. No CC.	Fredric Joseph Ammerman

Date: 12/14/2005

Clearfield County Court of Common Pleas

User: BILLSHAW

Time: 11:18 AM

CIVIL CASE DISPOSITIONS REPORT

Page 1 of 1

Case: 2005-00854-CD

Discover Bank vs. Lisa A. Heberling

Filing date	In Favor Of	Disposition	Judgment
09/12/2005	Plaintiff	09/12/2005 Open	Default Judgment
Plaintiff:	Discover Bank		Judgment amount or comment:
Defendant:	Heberling, Lisa A.		\$7,359.83 Judgment Amount

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

DISCOVER BANK

Plaintiff

vs.

LISA A HEBERLING

Defendant


No: 2005 - 854 - CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
04234743 C A Pit KMJ

FILED 
JUN 16 2005
m/2:15/45
William A. Shaw
Prothonotary/Clerk of Courts
1 cent to SHF

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

DISCOVER BANK

Plaintiff
vs.

Civil Action No

LISA A HEBERLING

Defendant

COMPLAINT 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.

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.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext 1300-1301

COMPLAINT

1. Plaintiff, is a corporation with offices at 3311 MILL MEADOW DR.
HILLIARD , OH 43026 .

2. Defendant is an adult individual(s) residing at the address listed below:

LISA A HEBERLING
160 GRAHAMPTON RD
WOODLAND, PA 16881

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 6011002580233526 . A copy of Plaintiff's Statement of Account s attached hereto, marked as Exhibit "A" and made a part hereof.

4. Defendant made use of said credit card and currently has a balance due and owing to Plaintiff, as of June 07, 2005 , in the amount of \$6359.83 .

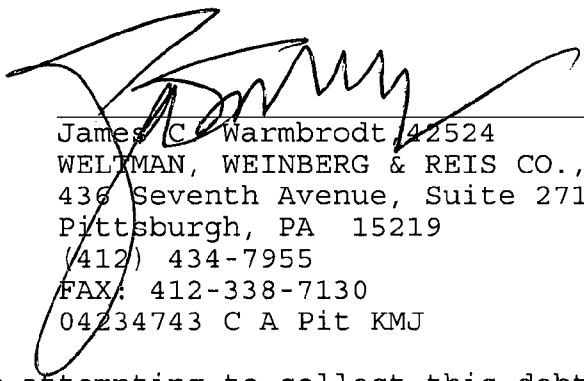
5. Defendant is in default by failing to make payments when due.

6. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

7. Plaintiff avers that such attorneys' fees will amount to \$1000.00

8. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for Judgment in its favor and against Defendant , LISA A HEBERLING , individually , in the amount of \$6359.83 with interest at the legal rate of 6.000% per annum from date of judgment plus attorneys' fees of \$1000.00 , and costs.



James C. Warmbrodt 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
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(412) 434-7955
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04234743 C A Pit KMJ

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Discover 2GO® Card is the FREE compact companion to your Account. You can use it everywhere Discover® Card is welcomed. To request yours, call 1-800-DISCOVER.

PO BOX 15251 |||||
WILMINGTON DE 19886-5251
|||||

00000601100258023352600000000000000000111100

Closing Date: September 30, 2003 page 1 of 3

<i>previous balance</i>		\$6,359.83
<i>payments and credits</i>	-	6,359.83
<i>purchases</i>	+	0.00
<i>cash advances</i>	+	0.00
<i>balance transfers</i>	+	0.00
FINANCE CHARGES	+	0.00
<i>new balance</i>	=	\$0.00

EXHIBIT

"A"

Cashback Bonus® Anniversary Date: August 13

Cashback Bonus Award Balance	0.00
Award Available to Redeem	\$ 0.00

	trans. date	post date		
previous statement balances			FINANCE CHARGES: OLD BALANCE	\$ 0.00
			FINANCE CHARGES: CASH	0.00
			FINANCE CHARGES: PURCHASES	0.00
			FINANCE CHARGES: BALANCE TRANSFERS	0.00
			PRINCIPAL: OLD BALANCE	0.00
			PRINCIPAL: CASH	0.00
			PRINCIPAL: PURCHASES	0.00
			PRINCIPAL: BALANCE TRANSFERS	0.00
tran date	post date			
Sep 30	Sept 30		INTERNAL CHARGE-OFF	-6,359.83

DISCOVER[®]

CLASSIC

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

CARDMEMBER AGREEMENT

The terms and conditions of your Account, including how we calculate finance charges, our fees and an Arbitration of Disputes section. You have the right to reject the arbitration provision with respect to your new Account within 30 days after receiving your Card, as explained in the "Acceptance of Agreement" section. SEE PAGES 1 - 14

PRIVACY POLICY

A summary of the personal information we collect, when it may be shared with others, and how we safeguard the confidentiality and security of information. You may limit our sharing of such information with others. SEE PAGES 14 - 17

BILLING RIGHTS

Important information about your rights and our responsibilities under the Fair Credit Billing Act.
..... SEE PAGES 17 - 19

CASHBACK BONUS[®] TERMS AND CONDITIONS

The terms and conditions of the Cashback Bonus[®] award program, including a description of how your award is calculated and how to redeem it.
..... SEE PAGES 19 - 21

DESCRIPTION OF COVERAGE

The terms and conditions of the Scheduled Air Travel Accident Insurance that is provided at no charge to you when you use your Card to purchase airline tickets. SEE PAGES 21 - 24

EXHIBIT

"B"

indirectly; 3) infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease, or condition including but not limited to diabetes; 4) committing or attempting to commit a felony; 5) war of any kind declared or undeclared; or (6) travel or flight in or on any vehicle used for aerial navigation, as a pilot, operator or crew member.

LIMITATIONS. Benefits will only be payable under one Card member account, the credit card under which the Common Carrier Fare Tickets were fully charged.

Benefits are not payable for injuries to injury sustained while on a trip for which the tickets were purchased with a frequent flyer voucher.

Complete provisions pertaining to this plan of insurance are contained in Policy #9029072 issued by National Union Fire Insurance Company of Pittsburgh, PA with offices in New York, NY. The premium for this insurance is paid by Discover Financial Services, Inc., out of income derived from its credit card operations.

Please read this Description of Coverage. Keep it in a safe place with your other insurance documents. This Description of Coverage (Form Number S303ESDDC) is not a contract of insurance but is simply an informative statement to each eligible individual of the principal provisions of the insurance while in effect.

If a conflict exists between a statement in this Description of Coverage and any provisions in the Policy, the Policy will govern. Claims administered by: A&H Claims Department, P.O. Box 157D1, Wilmington, DE 19850-57D1, (800) 551-0824.

CARDMEMBER AGREEMENT

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

We respect your privacy. See the Privacy Section on page 10 and our Privacy Policy for additional information.

The Arbitration of Disputes Section on page 12 includes a waiver of a number of rights, including the right to a jury trial.

CARDMEMBER AGREEMENT

Agreement Terms	2
Acceptance of Agreement	2
Use of Your Account	2
Authorized Users	3
Unauthorized Use	3
Credit Limit-Available Credit	3
Promise to Pay	4
Monthly Billing Statement	4
Monthly Payment Options	4
Minimum Monthly Payment	5
Credit Balances	5
Balance Transfers	5
Finance Charges	5
Periodic Finance Charges	6
Default Rate Plan	8
Cash Advance Transaction Fee Finance Charges	8
Balance Transfer Transaction Fee Finance Charges	9
Minimum Finance Charge	9
Returned Check Fee	9
Returned Discover Card Check Fee	9
Stop Payment Fee	9
Late Fee	9
Pay-by-Phone Fee	10
Research Fee	10
Overlimit Fee	10
Default-Acceleration-Collection Costs	10
Cancellation	10
Privacy	10
Electronic Communications	11
Credit Authorizations	11
Change of Terms	11
Change of Address	12
Assignment of Account	12
Arbitration of Disputes	12
Compliance with Interest Rate Limitations	13
Governing Law	13

AGREEMENT TERMS. The word "Account" means your Discover Card Account. The word "Card" means any one or more Discover Cards issued to you or someone else with your authorization. The words "you", "your", or "yours" refer to, in addition to you, the Cardmember, any other person or persons who are also contractually liable under this Agreement. The words "we", "us" and "our" refer to Discover Bank, the issuer of your Discover Card. The words "Authorized User" mean any person whom you authorize to use your Account or a card, whether you notify us or not. The words "Pricing Schedule" mean the document accompanying your Card and listing the Finance Charge rates that apply to your Account. The Pricing Schedule is part of this Agreement.

ACCEPTANCE OF AGREEMENT. The use of your Account or a Card by you or an Authorized User, or your failure to cancel your Account within 30 days after receiving a Card, means you accept this Agreement, including the Arbitration of Disputes provision on page 12. You may, however, reject the Arbitration of Disputes section by providing us a notice of rejection within 30 days after receiving a Card, at the following address: Discover Card, P.O. Box 30938, Salt Lake City, UT 84130-0938. If you were previously subject to arbitration with respect to any Account, this right to reject arbitration will not apply to you in the event that the Account has been reopened or replacement Cards are sent to you. Your rejection notice must include your name, address, telephone number, Account number and signature and must not be sent with any other correspondence. Calling us to indicate that you reject the Arbitration of Disputes section or sending a rejection notice in a manner or format that does not comply with all applicable requirements is insufficient notice. In order to process your notice, we require that the notice be provided by you directly and not through a third party. Rejection of arbitration will not affect your other rights or responsibilities under this Agreement or your obligation to arbitrate disputes under any other account as to which you and we have agreed to arbitrate disputes. If you do not send a rejection notice, you will be obligated by the Arbitration of Disputes section with respect to this and any prior account you have had with us, even if you have previously sent a rejection notice with respect to that prior account.

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

- **Purchases** - to purchase or lease goods or services from participating merchants by presenting your Card or Account number.
- **Cash Advances** - to obtain cash advances from participating automated teller machines, financial institutions or other locations, or by means of checks which we may furnish to you, all in accordance with such additional terms and conditions as may be imposed from time to time.
- **Balance Transfers** - to transfer balances from other creditors or to make other transactions by means of balance transfer coupons or checks, in accordance with such additional terms and conditions as we may offer from time to time.

In addition, your Account may be used to guarantee reservations at participating establishments. You will be liable for

guaranteed reservations that are not canceled prior to the time specified by the establishment.

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

If a merchant fails to provide your purchase to your satisfaction and, at your request, we issue a credit to your Account, you will be deemed to have assigned to us your claim against the merchant and/or any third party for the credited amount. Upon our request, you agree to provide us with written evidence of such assignment.

Your rights and responsibilities under the Fair Credit Billing Act described in the billing rights summary on pages 17-18 and on the back of your monthly billing statement apply only to credit card transactions. This special rule for credit card transactions does not apply to purchases made with a balance transfer check or cash advance. Therefore, if you have a problem with the quality of goods or services that you purchased with a balance transfer check, cash advance check or the proceeds of a cash advance, you do not have the right to withhold payment of the amount due.

AUTHORIZED USERS. If you want to cancel the authority of a current Authorized User to use your Account or a Card, you must notify us in writing or by telephone and destroy any Card in that person's possession. None of your rights under this Agreement (other than to pay amounts owed) may be exercised by any person not a party to this Agreement acting pursuant to a power of attorney, without our separate written agreement (which we are not obligated to give).

UNAUTHORIZED USE. If a Card is lost or stolen, or if you think that someone is using your Account or a Card without your permission, notify us immediately. You can notify us by telephoning 1-800-DISCOVER (1-800-347-2683), or by writing DISCOVER CARD, P.O. Box 15156, Wilmington, DE 19886-1002. You agree to assist us in determining the facts relating to any theft or possible unauthorized use of your Account or a Card and to comply with such procedures as we may require in connection with our investigation. If our records indicate that you have enrolled in an automatic billing arrangement, such as a monthly gym membership, we will attempt to provide your new Account number to that merchant. However, if you no longer wish to continue the automatic billing arrangement, you must contact the merchant directly.

CREDIT LIMIT-AVAILABLE CREDIT. We will advise you of your Account credit limit. We may impose a lower limit that will apply to cash advances, referred to as the cash advance credit limit. You agree not to allow your unpaid balance, including Finance Charges and fees, to exceed your Account credit limit. If you exceed your Account credit limit, we may request immediate

payment of the amount by which you exceed your Account credit limit.

We may increase or decrease your Account credit limit or your cash advance credit limit without notice. The credit available for your use may, from time to time, be less than your Account credit limit. For purposes of determining your available credit, we reserve the right to postpone for up to 15 business days reducing your unpaid balances by the amount of any payment that we receive. Your available credit will not be increased by the amount of any credit balance.

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

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

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

MONTHLY PAYMENT OPTIONS. You may at any time pay the entire New Balance shown on your billing statement, but each month you must pay at least the Minimum Payment Due. All payments must be made in accordance with the terms, including the payment cutoff time, stated on your monthly billing statement, and we will credit your Account in accordance with those terms. In addition, we reserve the right to change those terms without prior notice. We will apply payments and credits to the New Balance shown on your current billing statement in order of the Annual Percentage Rate applicable to the balance of each transaction category (as referenced in the Periodic Finance Charges Section), from lowest to highest beginning with the balance subject to the lowest Annual Percentage Rate. We then apply payments and credits to any new transactions using the same method. However, we have the right to apply payments and credits to balances with higher Annual Percentage Rates prior to balances with lower Annual Percentage Rates, such as

when there are two initial special rates applicable to your Account and the lower Annual Percentage Rate will expire before the higher Annual Percentage Rate.

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 1/50th of the New Balance, rounded to the next higher whole dollar amount. If any ANNUAL PERCENTAGE RATE applicable to your Account is greater than 22.99%, your minimum monthly payment will be the greater of \$10 or 1/45th of the New Balance, rounded to the next higher whole dollar amount. Regardless of the Annual Percentage Rates on your Account, if the New Balance is less than \$10.00, the minimum monthly payment will be the amount of the New Balance. Paying the Minimum Payment Due may be insufficient to bring your Account balance below your Account credit limit and, consequently, may not avoid the imposition of the Overlimit Fee described in the Overlimit Fee Section. We may from time to time allow you to not make a minimum monthly payment, and will notify you when this option is available. If you take advantage of this offer and do not make a minimum monthly payment, finance charges and any applicable fees will accrue on your Account in accordance with this Agreement, and you must pay the Minimum Payment Due for the following billing periods.

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

BALANCE TRANSFERS. We may periodically offer you the opportunity to transfer balances from other creditors or to make other transactions to your Account by means of balance transfer coupons or checks. 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, subject to the Default Rate Plan Section, and may contain a Balance Transfer Transaction Fee Finance Charge for each balance transfer made during the term of the offer, as disclosed in the offer and as set forth in the Pricing Schedule, if applicable. After the expiration of this time period, the Annual Percentage Rate that applies for purchases will apply to transferred balances. Balance transfers subject to the initial special rate are referred to as special rate balance transfers; balance transfers for which the initial special rate has expired are referred to as purchase rate balance transfers. Each offer will contain an expiration date. If you attempt to transfer balances by means of a check after the expiration date, we will treat the transaction as a cash advance. We will not make balance transfers attempted by means of a coupon after the expiration date.

FINANCE CHARGES. You can avoid payment of Periodic Finance Charges on new purchases if you pay the New Balance shown on the billing statement on which the purchase first appears by the Payment Due Date, and the Payments and Credits on that statement equal or exceed your Previous Balance. We call this

the "grace period." You do not have a grace period on balance transfers or cash advances. Periodic Finance Charges are imposed on new balance transfers and cash advances beginning with the date the transaction occurs.

PERIODIC FINANCE CHARGES. Periodic Finance Charges are imposed on all transactions until the date of repayment. Repayment means payment of your entire New Balance. However, if you pay the New Balance shown on the current billing statement by the Payment Due Date, and the Payments and Credits shown on this statement equal or exceed the Previous Balance, we will not impose Periodic Finance Charges on new purchases, that is, purchases first appearing on the current statement. Otherwise, you will receive a billing statement the next month that includes Periodic Finance Charges imposed until the date of repayment.

We compute Periodic Finance Charges each day for purchases, cash advances, and balance transfers (which we refer to as transaction categories) by using the following equation: $\text{Average Daily Balance} \times \text{number of days in the billing period} \times \text{Daily Periodic Rate}$. (You may refer to the finance charge summary on the front of your billing statement for these amounts.) Then we add all the Periodic Finance Charges for each transaction category to get the total Periodic Finance Charges for your Account. The Average Daily Balance is shown as zero if no Periodic Finance Charges apply to the balance in a transaction category.

We use the two-cycle average daily balance (including new transactions) method of calculating the balance upon which we impose Periodic Finance Charges. This means if you did not pay the New Balance shown on the billing statement you received during the previous billing period by the Payment Due Date, we will impose Periodic Finance Charges on new purchases that first appeared on that billing statement, as well as new purchases that first appear on the current billing statement, unless we already imposed Periodic Finance Charges on the purchases on your previous billing statement. We compute the average daily balance for each transaction category by adding up all the daily balances in a billing period for a transaction category and dividing the total by the number of days in the billing cycle. We compute the daily balance for each transaction category on each day by first adding the following to the previous day's daily balance: transactions made that day, fees charged that day and Periodic Finance Charges accrued on the previous day's daily balance; and by then subtracting any credits and payments that are applied against the balance of the transaction category on that day. In calculating the daily balance for the previous billing period, we consider the "previous day's daily balance" to have been zero on the first day of the billing period.

Special rate balance transfers and Balance Transfer Transaction Fee Finance Charges are included in the daily balance of the balance transfer transaction category. Balance transfers that were subject to an initial special rate that has been terminated due to a late payment or because your outstanding Account balance exceeded your Account credit limit are also included in this category until the initial special rate otherwise would have

expired. In calculating the daily balance of the balance transfer transaction category on the first day of the billing period, we subtract the unpaid balance of those Balance Transfer Transaction Fee Finance Charges and balance transfers that become purchase rate balance transfers on that day and we add that unpaid balance to the balance of the purchase transaction category.

All fees charged to your Account are added to the purchase transaction category with the exception of Cash Advance Transaction Fee Finance Charges which are added to the cash advance transaction category and Balance Transfer Transaction Fee Finance Charges which are added to the balance transfer transaction category. If a transaction is posted to your Account after the close of the billing period in which it occurs, we will treat the transaction as having occurred on the first day of the billing period in which it is posted to your Account.

(1) Rate Plans

The Daily Periodic Rate and corresponding Annual Percentage Rate that apply to each transaction category is either a fixed rate or a variable rate as set forth in your Pricing Schedule. The Daily Periodic Rate is $1/365$ th of the corresponding Annual Percentage Rate. The variable Annual Percentage Rate for a transaction category is determined by adding a specified number of percentage points to the Prime Rate. This is shown on the Pricing Schedule as "Prime + (percentage points)." 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. The Prime Rate is merely a pricing index and does not represent the lowest or best interest rate available to a borrower at any bank at any given time. Your Annual Percentage Rate will increase or decrease when the Prime Rate changes. This change will be effective beginning on the first day of the billing period that begins during the same month as the change in the Prime Rate.

(2) Annual Percentage Rate for Purchases

We may have offered you an introductory rate on purchases. The introductory rate is the Annual Percentage Rate that will apply to purchases for the time period specified in the offer, subject to the Default Rate Plan Section. After expiration of this time period, the Annual Percentage Rate for purchases will apply. 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 Pricing Schedule.

(3) Annual Percentage Rate for Cash Advances

The Daily Periodic Rate and corresponding Annual Percentage Rate in effect on the date of this Agreement is furnished to you are set forth in the Pricing Schedule.

(4) Annual Percentage Rate for Balance Transfers

The Daily Periodic Rate and corresponding Annual Percentage Rate in effect for special rate balance transfers will be set forth in the offer from us under which you make the balance transfer. As indicated in the Balance Transfers Section above, purchase

rate balance transfers will be subject to the Daily Periodic Rate and corresponding Annual Percentage Rate that apply to purchases and the Default Rate Plan Section.

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 Pricing Schedule.

DEFAULT RATE PLAN. We will review your Account on the last day of each billing period to determine the Annual Percentage Rates that will apply to your Account. In reviewing your Account, we will look at the current billing period as well as the previous eleven billing periods. Any increased rate described below will apply beginning with the first day of the billing period in which we review your Account.

If we did not receive a required payment by the Payment Due Date during the billing period in which we review your Account, then any initial special rate on balance transfers and any introductory or promotional rate on purchases that currently applies to your Account, and any such rate that we have previously offered to you, will terminate and the standard Annual Percentage Rate for purchases will apply to your balance of balance transfers and purchases as well as any introductory or promotional rate on purchases and any initial special rate on balance transfers that we have previously offered to you. In addition, if the standard Annual Percentage Rate for purchases is less than 19.99% and during the immediately preceding eleven billing periods we did not receive a required payment by the Payment Due Date, then the Standard ANNUAL PERCENTAGE RATE for purchases will be increased to 19.99% (a Daily Periodic Rate of .05477%).

If your outstanding balance exceeds your Account credit limit as of the day we review your Account and your outstanding balance exceeded your Account credit limit as of the last day of any billing period in the immediately preceding eleven billing periods, then any initial special rate on balance transfers and any introductory or promotional rate on purchases that currently applies to your Account, and any such rate that we have previously offered to you will terminate and the standard Annual Percentage Rate for purchases will apply to the balance of your balance transfers and purchases as well as any introductory or promotional rate on purchases and any initial special rate on balance transfers that we have previously offered to you. If the standard Annual Percentage Rate for purchases is less than 19.99%, then the standard ANNUAL PERCENTAGE RATE for purchases will be increased to 19.99% (a Daily Periodic Rate of .05477%).

If your standard ANNUAL PERCENTAGE RATE for purchases is less than 24.99% and during the current and immediately preceding eleven billing periods you either failed three times to make a required payment when due or exceeded your Account credit limit three times as of the last day of a billing period, then the standard ANNUAL PERCENTAGE RATE for purchases and for cash advances will be increased to 24.99% (a Daily Periodic Rate of .06847%).

CASH ADVANCE TRANSACTION FEE FINANCE CHARGES. We will charge you a Cash Advance Transaction Fee Finance Charge of

3% of the amount of each new cash advance. There is a minimum Cash Advance Transaction Fee FINANCE CHARGE of \$5.00 and no maximum Cash Advance Transaction Fee FINANCE CHARGE. The imposition of Cash Advance Transaction Fee Finance Charges may result in an Annual Percentage Rate for cash advances that is higher than the nominal Annual Percentage Rate. All forms of cash advances, including the use of Discover Card checks, regardless of the purpose for which used, are subject to Cash Advance Transaction Fee Finance Charges. To obtain the total Finance Charge on cash advances for each billing period, we add any Cash Advance Transaction Fee Finance Charges for the billing period charged under this Section to any Periodic Finance Charges calculated under the Periodic Finance Charges Section for the cash advance transaction category.

BALANCE TRANSFER TRANSACTION FEE FINANCE CHARGES. If the balance transfer offer you receive contains a Balance Transfer Transaction Fee Finance Charge, we will charge you a Balance Transfer Transaction Fee Finance Charge for the amount of each balance transfer made under that offer. If there is a Balance Transfer Transaction Fee Finance Charge in conjunction with the offer you received when you applied for an Account, it will be in the amount set forth in the Pricing Schedule. The imposition of Balance Transfer Transaction Fee Finance Charges may result in an Annual Percentage Rate for balance transfers that is higher than the nominal Annual Percentage Rate. To obtain the total Finance Charge on balance transfers for each billing period, we add any Balance Transfer Transaction Fee Finance Charges calculated under the Periodic Finance Charges section for the balance transfer transaction category.

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

RETURNED CHECK FEE. We will charge you a Returned Check Fee of \$29.00 each time you pay us with a check that is returned unpaid. This fee will also apply if a debit transaction to a deposit account from which you have authorized us in writing, electronically or orally to periodically deduct all or a part of an amount you owe us under this Agreement is returned unpaid. We will charge you this fee the first time any payment is returned unpaid, even if it is paid upon resubmission.

RETURNED DISCOVER CARD CHECK FEE. We will charge you a Returned Check Fee of \$29.00 each time we decline to honor a Discover Card cash advance check, balance transfer check or other promotional check.

STOP PAYMENT FEE. We may charge a Stop Payment Fee of \$15.00 each time we stop payment at your request on a cash advance check, balance transfer check, or other promotional check.

LATE FEE. We will charge you a Late Fee if you have failed, as of the Payment Due Date, to make the Minimum Payment Due that was required to be paid by that date. The amount of the Late Fee is based on the sum of all outstanding purchases, cash advances, balance transfers, other charges, other fees and Finance Charges at the end of the billing period. If the sum is less

than \$100, the Late Fee is \$15. If the sum is equal to or greater than \$100, and less than \$1,000, the Late Fee is \$25. If the sum is equal to or greater than \$1,000, the Late Fee is \$35.

PAY-BY-PHONE FEE. We may from time to time allow you to make payments by authorizing us over the telephone to transfer or pay funds from a deposit account to your Account. We will charge a Pay-by-Phone Fee of \$10 for each such transfer or payment.

RESEARCH FEE. We may charge you a Research 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.

OVERLIMIT FEE. We will charge you an Overlimit Fee each time that, as of the close of a billing period, your outstanding Account balance exceeds your Account credit limit. This fee may be charged even if the transaction which causes you to exceed your Account credit limit is authorized by us or if you exceed your Account credit limit due to the posting of Finance Charges or fees to your Account. The amount of the Overlimit Fee is based on the sum of all outstanding purchases, cash advances, balance transfers, other charges, other fees and Finance Charges at the end of the billing period. If the sum is equal to or less than \$1,000, the Overlimit Fee is \$15. If the sum is greater than \$1,000, the Overlimit Fee is \$35.

DEFAULT-ACCELERATION-COLLECTION COSTS. You are in default if you become insolvent; if you file a bankruptcy petition or have one filed against you; if we have a reasonable belief that you are unable or unwilling to repay your obligations to us; if you are declared incompetent by a court or if a court appoints a guardian for you or a conservator for your assets; if you die; or if you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your Account credit limit, or using your Card or Account for a Prohibited Transaction. If you are in default, we may declare the entire balance of your Account immediately due and payable without notice. If we refer the collection of your Account to an attorney or employ an attorney to represent us with regard to recovery of money that you owe us, we may charge you reasonable attorneys' fees and court or other collection costs as permitted by law and as actually incurred by us. We may delay enforcing or not enforce any of our rights under this Agreement without losing or waiving any of them.

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 choose not to renew your Account (beyond the expiration date shown on the face of a Card) without notice.

PRIVACY. We respect the privacy of information about you and your Account. Our Privacy Policy includes a summary of the personal information we collect, when it may be shared with

others, how we safeguard the confidentiality and security of information and the steps you may take to limit our sharing of such information with others. Please read it carefully as it is part of your Cardmember Agreement. As indicated in our Privacy Policy, we 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. If you believe that our report of your Account status is inaccurate or incomplete, please write us at the following address: Discover Card, PO Box 15316, Wilmington DE 19850-5316. Please include your name, address, home telephone number and Account number.

We may from time to time review your credit, employment and income records. Our personnel may listen to or record telephone calls between you and our representatives in order to evaluate the quality of our service to our Cardmembers without notice to you. We may use any medium, including but not limited to mail, live telephone calls, automated telephone equipment, prerecorded telephone calls, and e-mail to contact you about your Account or offer you products or services that may be of value to you. If you prefer not to be contacted in one or more of these ways, call us at 1-800-225-5202 or write to us at Discover Card, P.O. Box 30961, Salt Lake City, UT 84130-0961. We provide various methods by which you can obtain information about your Account. We will only release such information to you, any Authorized User that our records indicate is an authorized buyer on your Account, and any other person with your prior permission, in addition to as provided in our Privacy Policy or as required by law. Our security measures cannot insure against unauthorized inquiries. You agree that we will not be responsible for the release of information to anyone who, even if without your authorization or permission, has gained possession of a Card or has learned other identifying characteristics about you such as your personal identification number, Account number or social security number.

ELECTRONIC COMMUNICATIONS. We may offer you the opportunity to receive certain notices from us electronically rather than through the mail, including monthly billing statements and change of terms notices. The terms and conditions for receiving these electronic communications will be described in the offer.

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

CHANGE OF TERMS. We may change any term or part of this Agreement, including any finance charge rate, fee or method of computing any balance upon which the finance charge rate is assessed, or add any new term or part to this Agreement by sending you a written or electronically delivered notice at least 15 days before the change is to become effective. We may apply any such change to the outstanding balance of your Account on the effective date of the change and to new charges made after

that date. If you do not agree to the change, you must notify us in writing or electronically within 15 days after the mailing of the notice of change at the address provided in the notice of change, in which case your Account will be closed and you must pay us the balance that you owe us under the existing terms of the unchanged Agreement. Otherwise, you will have agreed to the changes in this 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.

ARBITRATION OF DISPUTES. In the event of any past, present or future claim or dispute (whether based upon contract, tort, statute, common law or equity) between you and us arising from or relating to your Account, any prior account you have had with us, your application, the relationships which result from your Account or the enforceability or scope of this arbitration provision, of the Agreement or of any prior agreement, you or we may elect to resolve the claim or dispute by binding arbitration.

IF EITHER YOU OR WE ELECT ARBITRATION, NEITHER YOU NOR WE SHALL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM. PRE-HEARING DISCOVERY RIGHTS AND POST-HEARING APPEAL RIGHTS WILL BE LIMITED. NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CARDMEMBERS WITH RESPECT TO OTHER ACCOUNTS, OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit, and nothing undertaken therein shall constitute a waiver of any rights under this arbitration provision.

We will not invoke our right to arbitrate an individual claim you bring in small claims court or your state's equivalent court, if any, so long as the claim is pending only in that court and does not exceed \$5,000.00.

Your Account involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act (FAA). The arbitration shall be conducted, at the option of whoever files the arbitration claim, by either JAMS/Endispute (JAMS) or the National Arbitration Forum (NAF) in accordance with their procedures in effect when the claim is filed. For a copy of their procedures, to file a claim or for other information, contact JAMS at 1829 Main Street, Suite 300, Irvine, CA 92614 (phone 1-800-352-5267) or NAF at P.O. Box 50197, Minneapolis, MN 55405 (phone 1-800-474-2371). At your written request, we will advance any arbitration filing, administrative and hearing fees

which you would be required to pay to pursue a claim or dispute as a result of our electing to arbitrate that claim or dispute. Send requests to P.O. Box 15192, Wilmington, DE 19886-1020. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your and our combined court costs would have been if the claim had been resolved in a state court with jurisdiction. In no event will you be required to pay any fees or costs incurred by us in connection with an arbitration proceeding where such a requirement is prohibited by law. Any arbitration hearing will take place in the federal judicial district where you reside. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. If requested by any party, the arbitrator shall write an opinion containing the reasons for the award. The arbitrator's decision will be final and binding except for any appeal rights under the FAA and except that if the amount in controversy exceeds \$100,000.00, any party may appeal the award within 30 days to a three-arbitrator panel which shall review the award de novo. The costs of such an appeal shall be borne by the appealing party regardless of outcome. Judgment upon any award by the arbitrator may be enforced in any court having jurisdiction.

Our rights and obligations under this arbitration provision shall inure to the benefit of and be binding upon our parent corporation, subsidiaries, affiliates (including, without limitation, Discover Financial Services, Inc.), predecessors, successors, assigns, as well as the officers, directors and employees of each of these entities, and will also inure to the benefit of any third party named as a co-defendant with us or with any of the foregoing in a claim which is subject to this arbitration provision. Your rights and obligations under this arbitration provision shall inure to the benefit of and be binding upon all persons contractually liable under this Agreement and all Authorized Users of the Account. This arbitration provision shall survive termination of your Account as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you and any sale by us of your Account.

COMPLIANCE WITH INTEREST RATE LIMITATIONS. We intend that this Agreement will comply with applicable interest rate limitations. You will not be required to pay Finance Charges or other charges at a rate that is greater than the maximum amount permitted by law. If it is ever finally determined that, but for this Section, the Finance Charges or other charges under this Agreement would exceed the maximum lawful amount, the Finance Charges and other charges will be reduced to the maximum lawful amount. Any excess amount that you have already paid will be used to reduce the outstanding balance of your Account or will be refunded to you by means of a check in our discretion.

GOVERNING LAW. This Agreement will be governed by the laws of the State of Delaware and applicable federal laws. If any part

of this Agreement becomes unenforceable, it will not make any other part unenforceable.

Discover Bank
DISCOVER CARD

R. D. Miley
Vice President

PRIVACY POLICY

We Respect Your Privacy

Our mission is to provide you with superior products and services, along with the peace of mind knowing that your privacy is secure. We understand your concerns about guarding information about you and your Account. We want to assure you that we have taken steps, and will continue to take steps, to safeguard that information.

This Privacy Policy describes our efforts to meet these objectives. It includes a summary of the following important information:

- A listing of the personal information we collect.
- The circumstances in which we may share information with others.
- The ways we safeguard the confidentiality and security of information.
- The steps you may take to limit our sharing of such information with others. See Section 4 for complete details.

Please read our Privacy Policy carefully. It will help you understand how we collect and share information.

1. What Personal Information Do We Collect?

To serve you better and manage our business, it is important that we collect and maintain accurate personal information about you. We obtain this information from applications and other forms you submit to us, from your dealings with us and others, from consumer reporting agencies, and from other sources such as our Web sites. For example:

- We may obtain information such as your name, address, and date of birth from applications and other forms you submit to us.
- We may obtain information such as Account balances, payment history, your use of your Account and the types of services you prefer from your transactions and other dealings with us and others.
- We may obtain information such as the balances of your loans with other lenders and your payment history with others from consumer reporting agencies.
- We may obtain information such as your Internet service provider, your domain name, your computer's operating system and Web browser, your Web site use and your product and service preferences from your visits to our Web sites.

2. Is Personal Information Shared With Others?

We limit the sharing of information with others. Many of the offers you receive for products and services are provided directly to you from us. For example, a retailer that accepts the Discover Card may come to us with a special offer for Cardmembers, such as a discount certificate or product upgrade. After careful consideration of the nature of the offer and the company, we will create a list of Cardmembers who may be interested in the offer based on certain characteristics. We will send the offer directly to those Cardmembers on behalf of the retailer by, for example, including an insert in their monthly billing statement or mailing the offer ourselves. We control the information used to make the offer; we do not share the list of any information about our Cardmembers with the retailer. However, please understand that if you do receive this type of offer from us and choose to take advantage of it, the retailer may then learn information about you because only Cardmembers with certain characteristics received the offer.

There are, however, circumstances in which we may share the information we collect about you, as described in Section 1, with other companies in order to provide you with access to products and services and to service your Account effectively, as detailed below. We require these companies to adhere to our privacy standards and to use this information only for the limited purpose for which it was shared. We do not allow them to disclose it to others without our prior approval.

a. Sharing Personal Information with Our Corporate Family

We are part of the Morgan Stanley family of companies. Our corporate family offers a wide variety of products and services that can help you manage your finances. In order to provide you with access to these products and services, we may share the information we collect about you, as described in Section 1, with other members of our corporate family. These companies include financial service providers that offer mortgage lending services, securities and asset management services, investment opportunities and mutual funds, and may include non-financial service providers in the future as our corporate family continues to grow.

b. Sharing Personal Information with Non-Affiliated Parties for Marketing Purposes

We may share the information we collect about you, as described in Section 1, with non-affiliated third parties, including those that accept the Discover Card, in order to provide you with access to products and services offered directly by these companies that may be of value to you. These companies include financial service providers, such as insurance companies, and non-financial companies, such as retailers.

c. Sharing Personal Information with Others

We may share the information we collect about you, as described in Section 1, with companies that perform support or marketing services on our behalf, such as mailing, market

research and data processing, other financial institutions with which we have joint marketing agreements, or companies that are our partners for co-branded credit card programs or reward programs. We may also share such information as permitted by law.

3. How Do We Protect The Confidentiality, Security And Integrity Of Information About You?

We maintain physical, electronic and procedural safeguards to protect the information we collect about you. Access to such information is restricted to individuals who need it in order to service you, Account, or provide products and services to you, and who are trained in the proper handling of such information. Employees who violate these confidentiality requirements are subject to our disciplinary process. Where third parties provide support services, we require them to conform to our privacy standards.

It is important that the information we maintain about you is accurate and complete. If you see information in your monthly billing statements or elsewhere which suggests that our information is incomplete or inaccurate, please write to us at Discover Card, P.O. Box 30963, Salt Lake City, UT 84130-0963 so that we can update this information.

4. How Can You Limit Sharing Of Information About You?

We respect your privacy and offer you choices as to whether we may share information about you with others. If you prefer that we not share the information we collect about you, as described in Section 1, with non-affiliated third parties or if you prefer that we not share that information with companies in our corporate family, you may opt out, that is, you may direct us not to share that information. If you indicate a preference that we do not share that information, please understand that you will not receive offers for products and services provided by other companies that could help you lower your costs, maximize your financial resources and manage your finances.

To indicate your preferences, call us at 1-800-225-5202 or write to us at Discover Card, P.O. Box 30963, Salt Lake City, UT 84130-0963. If you have previously notified us about your privacy preferences, it is not necessary to do so again unless you decide to change your preferences. Your written request should include your name, address, telephone number and Account number(s) and should not be sent with any other correspondence. In order to process your request, we require that the request be provided by you directly and not through a third party. You will need to provide us with your preferences for each credit card account you have with us.

You may notify us about your preferences at any time. Your request will remain in effect until you notify us otherwise. We will honor your request and not share the information we collect about you, except as permitted by law. For example, federal law permits us to share information about you with consumer reporting agencies, service providers and marketing partners. It

also permits us to share information about our experiences and transactions with you, such as your Account balance and payment history, with other members of our corporate family. If you are a new Cardmember, we will not share any information about you, except as permitted by law, for thirty days after we provide this Policy to you in order to give you an opportunity to inform us about your preferences. If you are an existing Cardmember, please understand that you may continue to receive marketing offers directly from other companies that were already in production prior to the processing of your request.

This Privacy Policy is provided to the primary Cardmember listed on the Account. However, any joint Cardmember has the right to notify us about preferences and we will treat that request as applying to the entire Account. We do not share information about former customers, except as permitted by law.

This Privacy Policy is provided to you by Discover Bank and its subsidiaries, which currently include GTC Insurance Agency, Inc. It applies to the Discover Platinum, Discover Gold, Discover Classic, Discover Private Issue™, Discover Titanium Cards, and the products and services offered in connection with those cards, including The Register™ card registration service (with the exception of any information registered in connection with the service, which will not be shared). It is part of your Cardmember Agreement and provides a further explanation of how we collect and share information. You may have other rights under state laws that apply to this information. Please note that you will also receive privacy notices for other credit card accounts you have with us, as well as other financial products and services provided to you by us and our affiliates. You will need to indicate your preferences for each of these separately as disclosed in the notice.

Vermont and North Dakota Residents - Your State laws require financial institutions to obtain your consent prior to sharing information about you with others. Except as permitted by law, we will not share information we collect about you with non-affiliated third parties or, if you are a Vermont resident, with companies in our corporate family unless you call us at 1-800-DISCOVER and authorize us to do so.

Your Billing Rights

KEEP THIS NOTICE FOR FUTURE USE

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

1. Notify Us In Case Of Errors Or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of

paper at the address listed on your bill for Notice of Billing Error. 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 doing so will not preserve your rights.

In your letter, give us the following information:

- your name and Account number
- your dollar amount of the suspected error
- describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you 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 apply any unpaid amount against your Account 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 the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

3. Special Rule For Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the goods or services. There are two limitations on this right:

(a) you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and

(b) the purchase price must have been more than \$50.

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

DISCOVER® CARD CASHBACK BONUS® PROGRAM TERMS AND CONDITIONS

The Cashback Bonus® Terms and Conditions constitute a separate and independent agreement from the Cardmember Agreement and apply to Accounts that participate in the Cashback Bonus Program. However, these Terms and Conditions are subject to the Arbitration of Disputes section of the Cardmember Agreement, which is incorporated herein.

1. Cashback Bonus awards are amounts denominated in dollars and cents which may be accrued by Cardmembers by using their Discover® Card for qualified purchases. Cashback Bonus awards include Traditional Cashback Bonus awards and other Cashback Bonus awards as described below. Cashback Bonus awards are not accrued for Prohibited Transactions (as defined in the Cardmember Agreement), cash advances or balance transfers.

2. Traditional Cashback Bonus amounts are calculated based on purchases made during an annual period corresponding to the Cardmember's anniversary year as described in paragraph 3 below. 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. Except as provided below and in paragraph 4. below, the accrued amount of a Traditional Cashback Bonus award is calculated by multiplying the total qualified purchases at the end of each billing period by:

- 25% (.0025), if the purchases are part of the first \$1,500 in purchases during the anniversary year, or, if the purchases are made at select warehouse clubs or discount stores; and
- 50% (.0050), if the purchases are part of the second \$1,500 in purchases during the anniversary year; and
- 1.0% (.01), if the purchases are part of the purchases in excess of \$3,000 during the anniversary year.

Any purchases made at select warehouse clubs or discount stores will be ineligible for a Traditional Cashback Bonus award in excess of 25% (.0025) of the amount of the purchases. However,

these purchases will continue to be included in the total amount of purchases made during the anniversary year and used to determine the applicable percentage rate listed above for other purchases. Please call 1-800-347-7895 or visit our Web site at Discovercard.com for a list of these select warehouse clubs and discount stores.

The total of these calculations for each anniversary year is the accrued amount of the Traditional Cashback Bonus award. The accrued amount of the Traditional Cashback Bonus award will be made available to Cardmembers as described below provided the conditions contained in paragraph 5 below are met. The calculation for the Traditional Cashback Bonus award begins again with the beginning of each anniversary year.

4. Cardmembers may also be offered, from time to time, other Cashback Bonus awards (i.e., by making a purchase at a specific merchant), the terms of which will be disclosed in the offer. These purchases will receive the award amount described in the offer. They will not be considered qualified purchases for purposes of determining the annual level of purchases and calculating the Traditional Cashback Bonus award unless otherwise disclosed in the offer. These other Cashback Bonus awards will accrue in the Cashback Bonus Account in accordance with these Terms and Conditions unless an alternative method of disbursement is disclosed in the offer. In addition, if, as of the date Discover Card determines whether a Cardmember has met the terms of the offer, the Cardmember's Account is closed or delinquent, the Cardmember will not receive this other Cashback Bonus award unless otherwise disclosed in the offer, nor will the Cardmember receive a Traditional Cashback Bonus award on these purchases. The accrued amount of these other Cashback Bonus awards will be made available to Cardmembers as described below provided the conditions contained in paragraph 5 below are met.

5. All Cashback Bonus awards will be held in the Cashback Bonus Account. The Cashback Bonus amount available for disbursement is the amount in the Cashback Bonus Account as of the last day of the Cardmember's previous billing period. However, Cashback Bonus awards may be redeemed in increments of \$20 only. Cardmembers have no right to accrued Cashback Bonus amounts of less than \$20 or amounts within the \$20 increments.

Only Cardmembers in good standing with open Accounts may access the accrued Cashback Bonus awards in the Cashback Bonus Account. To be in good standing a Cardmember may not be delinquent (as described below) or in default (as defined in the Cardmember Agreement), and a Cardmember may not have used the Account for any prohibited transactions. The Cardmember is delinquent if Discover Card has not received a required payment by the Payment Due Date shown on the monthly billing statement.

If an Account is inactive for 36 consecutive months, any amount

of \$20 or more in accrued Cashback Bonus awards will be paid to the Cardmember as an Account credit in \$20 increments. If the \$20 minimum of an increment of \$20 thereafter is not reached, that amount will be forfeited. If an Account is closed for any reason, any Cashback Bonus awards in the Cashback Bonus Account will be forfeited.

6. A qualifying Cardmember may have the opportunity to choose the manner in which Cashback Bonus awards are disbursed, including a credit to the Cardmember's Account, a check that is mailed to the Cardmember, or an exchange of the Cashback Bonus award for selected products or services, the terms of which will be contained in the offer. Cardmembers may select more than one redemption method, however each redemption and each redemption method must be in \$20 increments. Discover Card may change the redemption methods in its sole discretion from time to time. It is the Cardmember's responsibility to notify Discover Card in the event a Cashback Bonus disbursement is not received for any reason.

Cardmembers may redeem Cashback Bonus awards by calling 1-877-YOUR AWARD (1-877-968-7292 (Monday-Friday, 7am - 7pm CST) or on the Internet at Discovercard.com. Prior to redemption, the transactions on which Cashback Bonus awards are calculated may be audited for compliance with these Terms and Conditions.

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

8. Discover Card reserves the right to make other adjustments to Cashback Bonus amounts accrued based on Account activity; for example, any returns will decrement these amounts as determined in Discover Card's sole discretion. Discover Card also reserves the right to truncate or round Cashback Bonus amounts to the nearest cent as determined in its sole discretion. If the Cardmember receives a Cashback Bonus award in excess of the amount in the Cashback Bonus Account, the Cardmember's Account will be debited for the entire amount of the entire award disbursement. This amount will be subject to the terms of the Cardmember Agreement, including but not limited to the imposition of finance charges.

9. These terms and conditions are subject to change without notice. Changes may be made at any time and may include, but are not limited to, modifying the level of purchases required to qualify for the various tiers, establishing a maximum amount of Cashback Bonus award Cardmembers may receive, changing the amount that must be accumulated in the Cashback Bonus Account before an award may be redeemed, changing the types of transactions that constitute a qualified purchase, changing the amount of Cashback Bonus award accrued on certain types of purchases, imposing additional restrictions or terminating the program.

DESCRIPTION OF COVERAGE

SCHEDULED AIR TRAVEL ACCIDENT INSURANCE. Discover Classic Cardmembers are provided with up to \$150,000 Scheduled Air Travel Accident protection whenever you use your Discover Classic Card (the "credit card") to charge your entire Common Carrier Fare Ticket on any Commercial Aircraft operated by a Scheduled Air Carrier under a license for the transportation of passengers for hire (herein called Scheduled Air Carrier), you automatically receive this valuable coverage at no additional cost.

The benefits of the Policy providing your coverage are governed primarily by the law of a state other than Florida.

*Coverage is underwritten by National Union Fire Insurance Company of Pittsburgh, PA (the "Insurance Company"), with offices in New York, NY. Certain limitations and exclusions apply.

PLAN FEATURES

Benefit Amount: \$150,000 Family Aggregate Principal Sum

ACCIDENTAL DEATH BENEFITS. Insurance coverage will be equal to the benefit amount for accidental loss of life. The loss must occur within one year of the accident that caused the injury. Family Aggregate Principal Sum means the total amount of insurance in force on the Cardmember, his or her spouse and their dependent children for any one accident. If more than one Insured Person dies as the result of the injuries received in any one accident, the Family Aggregate Principal Sum will be prorated and paid in accordance with the claim payment and beneficiary provisions of the Policy. Once the Family Aggregate Principal Sum is paid for any one Insured Person in a family that occurs as the result of any one accident, no further benefits are payable for further deaths in that family due to injuries received in the same accident.

Maximum Accidental Death benefits payable under the Policy, if more than one Cardmember suffers a loss from the same accident, are limited to an aggregate of \$20,000,000 for all Cardmembers combined. Any reduction of benefits necessary to comply with this limitation will be made on a proportionate basis to each Cardmember up to this aggregate limit of liability. As used herein, Cardmember means Cardmember, his or her insured spouse and insured dependent children. This aggregate limit does not replace or in any way affect the Family Aggregate Principal Sum stated under the Policy.

"Injury" means bodily injury: (a) which is sustained as a direct result of an unintended, anticipated accident that is external to the body and that occurs while the injured person's coverage under this Policy is in force; and (b) which directly (independent of sickness, disease, mental infirmity, bodily infirmity or any other cause) causes a covered loss.

DISAPPEARANCE BENEFITS. We will presume you suffered loss of life due to an accident if you are riding in a Scheduled Air

Carrier that is involved in a covered accident and as a result of the accident, the Scheduled Air Carrier is wrecked, sinks, or disappears, and your body is not found within one (1) year of the accident.

The total of all benefits payable for you, your spouse and your dependent children from the same accident will not exceed the \$150,000 Family Aggregate Principal Sum.

ELIGIBILITY. This automatic insurance is provided to eligible holders of the credit card whose names appear on the credit card, their spouses and their unmarried dependent children under age 19 (age 23 if attending school on a full-time basis and fully dependent on you for support). However, the age limit does not apply to a child who is incapable of self-sustaining employment by reason of mental or physical incapacity.

EFFECTIVE DATES. Your insurance under this plan is effective on the later of: 1) July 1, 2001; or 2) the date you become an eligible person. Your insurance under this plan will cease on the earlier of: 1) the date the insurance coverage is terminated; or 2) on the date you cease to be an eligible holder of the credit card.

THE BENEFICIARY. Unless you designate otherwise with a beneficiary designation form, your death benefit will be paid, in equal shares, to the first surviving class of those that follow: (1) your spouse; (2) your children; (3) your parents; or (4) your brothers and sisters. If no class has a survivor, the beneficiary is your estate. You may change your beneficiary by writing to the Insurance Company at Accident & Health Division, 500 West Madison Street, Suite 2250, Chicago, IL 60661.

CLAIM PROCEDURE. Claim forms may be obtained through the Insurance Company. Claims for benefits must be filed with the Insurance Company within 90 days or as soon as reasonably possible after the loss occurs.

PLAN OF INSURANCE COVERAGE. You, as a Cardmember, and your spouse and children will be covered against injuries that result in an accidental death while as a passenger in or on, including getting in or out of, or on or off of, any Scheduled Air Carrier if the Common Carrier Fare Ticket for the flight was charged to your credit card.

Companion tickets issued for free with the purchase of a full-fare common carrier ticket and used by a spouse or dependent child will be considered as fully charged to the credit card, if the corresponding full Common Carrier Fare Ticket is charged to the credit card.

Coverage is effective when you board the Scheduled Air Carrier, provided the full Common Carrier Fare Ticket is purchased, or the travel reservation is made for the companion tickets, prior to boarding such Scheduled Air Carrier. Coverage ends when you alight from the Scheduled Air Carrier.

EXCLUSIONS. Benefits are not payable if the loss is caused by or results from: 1) self-inflicted injury or suicide; 2) sickness, disease, or mental incapacity or bodily infirmity whether directly, or

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.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.

Robert Adkins
(Signature)

WWR# 04234743

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100564
NO: 05-854-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: DISCOVER BANK
vs.
DEFENDANT: LISA A. HEBERLING

SHERIFF RETURN

NOW, June 20, 2005 AT 11:15 AM SERVED THE WITHIN COMPLAINT ON LISA A. HEBERLING DEFENDANT AT 160 GRAHAMPTON RD., WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICHARD HEBERLING, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED

03:09/01
AUG 19 2005

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2273858	10.00
SHERIFF HAWKINS	WELTMAN	2273857	22.05

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,

Chester A. Hawkins
Lyn Marley-Hamp

Chester A. Hawkins
Sheriff

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

DISCOVER BANK

Plaintiff

vs.

LISA A. HEBERLING

Defendant

No. 2005-854-CD

PRAECIPE FOR DEFAULT JUDGMENT

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 Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#04234743
Judgment Amount \$ 7,359.83

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

FILED Any pd 20.00
m/2:27/01 rec notice
SEP 12 2005 to Def.

William A. Shaw Statement to
Prothonotary/Clerk of Courts Atty

(GW)

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 2005-854-CD

LISA A. HEBERLING

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, LISA A. HEBERLING
above named, in the default of an Answer, in the amount of \$7,359.83 computed as follows:

Amount claimed in Complaint	\$6,359.83
-----------------------------	------------


Interest from date of judgment at the legal interest rate of 6% per annum	
--	--

Attorney's fees	\$1,000.00
-----------------	------------

TOTAL	\$7,359.83
-------	------------

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 Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#04234743

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: 160 GRAHAMPTON RD, WOODLAND, PA 16881

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

DISCOVER BANK.,

Plaintiff

2005-854-CD

LISA A. HEBERLING

Defendant

IMPORTANT NOTICE

TO:
LISA A HEBERLING
160 GRAHAMPTON RD
WOODLAND, PA 16881

Date of Notice: August 18, 2005

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.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

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

By: 

James C. Warmbrodt Esquire

PA I.D. #42524

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR #04234743

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

DISCOVER BANK

Case no: 2005-854-CD

Plaintiff

NON-MILITARY AFFIDAVIT

vs.

LISA A. HEBERLING

Defendant

The undersigned, who first being duly sworn, according to law, deposes and states as follows:

That he/she is the duly authorized agent of the Plaintiff in the within matter.

Affiant further states that the within Affidavit is made pursuant to and in accordance with the Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

Affiant further states that based upon investigation it is the affiant's belief that the Defendant, LISA A. HEBERLING is not in the military service.

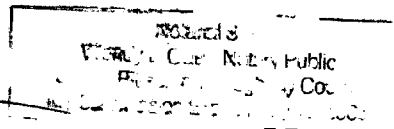
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, LISA A. HEBERLING is not in the military service.

Further Affiant sayeth naught.


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 1 day
of SEP 05


NOTARY PUBLIC



This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Department of Defense Manpower Data Center

SEP-07-2005 12:06:05



Military Status Report
Pursuant to the Service Members' Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
HEBERLING		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, the above is the current status of the individual, per the Information provided, as to all branches of the Military.

Robert J. Brandewie, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.


The Department of Defense strongly supports the enforcement of the Service Members Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are most strongly encouraged to contact us by Fax at (703-696-4156) or by phone at (703-696-6762). We will then conduct further research. Your failure to re-contact DMDC may cause provisions of the SCRA to be invoked against you.

This response reflects current active duty status only. For historical information, please contact the military services SCRA point of contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>.

Report ID: **BVNZSLLFHSG**

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

 COPY

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 2005-854-CD

LISA A. HEBERLING

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendant
 ☐ Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on 9/12/05

(xx) Assumpsit Judgment in the amount
 of \$7,359.83 plus costs.

() Trespass Judgment in the amount
 of \$ _____ plus costs.

() If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration
will be suspended by the Department of Transportation, Bureau
of Traffic Safety, Harrisburg, PA.

(xx) Entry of Judgment of
 ☐ Court Order
 ☐ Non-Pros
 ☐ Confession
 (xx) Default
 ☐ Verdict
 ☐ Arbitration
 Award


Prothonotary

By: _____ 9/12/05
PROTHONOTARY (OR DEPUTY)

LISA A HEBERLING
160 GRAHAMPTON RD
WOODLAND, PA 16881

Plaintiff's address is:
c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

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

 COPY

Discover Bank
Plaintiff(s)

No.: 2005-00854-CD

Real Debt: \$7,359.83

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Lisa A. Heberling
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 12, 2005

Expires: September 12, 2010

Certified from the record this 12th day of September, 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DISCOVER BANK,

Plaintiff

vs.

LISA HEBERLING,

Defendant

:

:

:

:

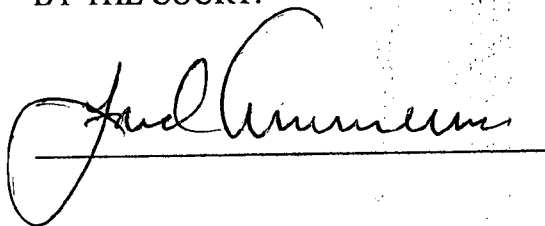
:

No. 2005 - 854 - CD

ORDER

NOW, this 2nd day of November, 2005, upon consideration of the
Petitioner's PETITION TO STRIKE AND/OR OPEN JUDGMENT, a Rule is hereby issued
upon Respondent to Show Cause why the Petition should not be granted. Rule Returnable the
14th day of December, 2005, at 11:00 A.M. In Courtroom No. 1.

BY THE COURT:



FILED 300
0/10:28/04
NOV 04 2005

William A. Shaw
Prothonotary/Clerk of Courts

FILED

OCT 31 2005
0/11:50/3MWilliam A. Shaw
Prothonotary/Clerk of Courts3 cent to
DEPT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DISCOVER BANK,

Plaintiff

No. 2005 - 854 - CD

vs.

PETITION TO STRIKE AND/OR
OPEN JUDGMENT

LISA A. HEBERLING,

Defendnt

FILED BY THE DEFENDANT,
Pro SeLISA A. HEBERLING
160 GRAHAMPTON ROAD
WOODLAND, PA 16881
814-857-7100

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

DISCOVER BANK, :
Plaintiff : No. 2005 - 854 - CD
vs. :
LISA HEBERLING, :
Defendant :

PETITION TO STRIKE AND/OR OPEN JUDGMENT

Petitioner does hereby petition this Court to strike and/or open the judgment entered by default against her in the above-captioned matter, and in support thereof, aver as follows:

1. The Petitioner is LISA HEBERLING, defendant in the above-captioned matter;
2. Respondent is DISCOVER BANK, the named plaintiff in the above-captioned matter;
3. The PETITIONER has a reasonable explanation for her failure to file an answer or defend the Complaint as follows:
 3. The subject matter of DISCOVER BANK's complaint had been reviewed by Counsel, F. CORTEZ BELL III, of BELL, SILBERBLATT AND WOOD, 318 East Locust Street, Clearfield, PA., in the Fall of 2003;
 4. Upon receipt of the PLAINTIFF's Complaint, attempts were made to contact Counsel, F. CORTEZ BELL III, regarding the matter;
 5. Upon receipt of the NOTICE OF DEFAULT on August 21, 2005, a cover letter, a copy of the Complaint, a copy of the Notice of Default, and a check for services were

immediately forwarded to Counsel, F. CORTEZ BELL III, of BELL, SILBERBLATT AND WOOD, via the U S MAIL at Post Office Box 381, Clearfield, PA 16830. The PETITIONER believes and avers that the above referenced documents would have been received by Counsel at the listed Post Office Box. A copy of the cover letter requesting Counsel's assistance in the matter is attached hereto and incorporated herein as EXHIBIT "A";

6. The Petitioner, upon receipt of a copy of the 9/21/05 NOTICE OF JUDGMENT OR ORDER in the above captioned matter, immediately forwarded the document to Counsel, F. CORTEZ BELL III, of BELL, SILVERBLATT AND WOOD, via the U S MAIL at Post Office Box 381, Clearfield, PA 16830. Several telephone messages to Counsel also remain unaddressed;

7. Unless the Judgment against the petitioner is stricken off or opened, the petitioner will suffer severe, irreparable and grossly inequitable prejudice, in that the judgment will have been entered against her during a time in which she believed that an attorney was taking the proper and appropriate actions on her behalf;

WHEREFORE, Petitioner respectfully requests that the judgment entered against her be stricken and/or opened and that she be permitted to enter a defense to the complaint of the Respondents.


LISA A. HEBERLING, Pro Se

160 GRAHAMPTON ROAD
WOODLAND, PA 16881
814-857-7100

Dated: October 31, 2005

August 21, 2005

TO: CHIP
FROM: DICK
SUBJECT: DISCOVER/SUIT

1. This thing came a while back and I tried to catch up to you--this is the Discover matter I sent you in fall of '03;

2. Just received the "Ten Day Notice";

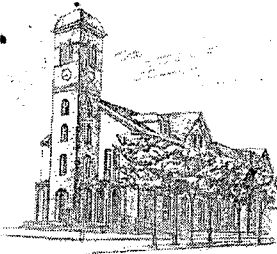
3. A check is attached for your services;

4. Check it out and let me know--surely their time had expired at some point prior to this filing.

Thanks,

Dick

EXHIBIT "A"



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

X You are responsible for serving all appropriate parties.

_____ The Prothonotary's office has provided service to the following parties:

_____ Plaintiff(s)/Attorney(s)

_____ Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

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

DISCOVER BANK,

Plaintiff,

vs.

LISA HEBERLING,

Defendant.


Case No.: 2005 - 854

TYPE OF PLEADING:
**PLAINTIFF'S RESPONSE IN
OPPOSITION TO DEFENDANT'S
PETITION FOR RELIEF FROM
JUDGMENT BY DEFAULT**

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R Bibler, Esquire
Pa. I.D. #93598
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 04234743

FILED *no cc*
mll:al
DEC 13 2006 
William A. Shaw
Prothonotary/Clerk of Courts

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

DISCOVER BANK,

Plaintiff,

Case No.: 2005 - 854

vs.

LISA HEBERLING,

Defendant.

**PLAINTIFF'S RESPONSE IN OPPOSITION TO
DEFENDANT'S PETITION FOR STRIKE AND/OR OPEN JUDGMENT**

AND NOW COMES, Plaintiff, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby files this Response in Opposition.

1. Admitted.
2. Admitted.
3. Denied. Defendant has no meritorious defense to this matter, which is required under Pa.R.C.P. 237.3.
4. Denied. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 4 of Defendant's Petition, therefore, the allegations are denied and strict proof of same is demanded at trial.
5. Denied. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 5 of

Defendant's Petition, therefore, the allegations are denied and strict proof of same is demanded at trial.

6. Denied. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 4 of Defendant's Petition, therefore, the allegations are denied and strict proof of same is demanded at trial.

7. Denied. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 4 of Defendant's Petition, therefore, the allegations are denied and strict proof of same is demanded at trial.

ANSWERING FURTHER

8. Defendant has failed to attach a verified copy of the Answer which she seeks leave to file after striking the Judgment as required by Pa.R.C.P. 237.3(a).

9. Defendant has failed to state a meritorious defense she wishes to assert after striking the Judgment as required by Pa.R.C.P. 237.3(b).

10. Defendant has failed to assert any defense of any kind.

11. On or around October 17, 2005, Defendant was fully aware of the Judgment entered against her and was trying to sell her automobile to satisfy this judgment.

12. Defendant's Petition is untimely. Penn-Delco School Dist. V. Bell Atlantic-Pa, Inc., 745 A.2d 14, 17 (Pa.Super.2000).

13. Defendant claims she notified her attorney and attached Exhibit "A" as evidence. Defendant's Exhibit "A" is an unsigned letter from "Dick" to "Chip." This letter does not display an address and does not contain Defendant "Lisa Heberling's" name anywhere on the Document.

14. Defendant's Petition is legally insufficient and the judgment entered against her should not be opened.

Respectfully Submitted:

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

By: 

Benjamin R. Bibler, Esquire

PA I.D.#93598

Weltman, Weinberg & Reis Co., L.P.A.

2718 Koppers Bldg.

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR # 04234743

CERTIFICATE OF SERVICE

A true and correct copy of the within Plaintiff's Response in Opposition to Defendant's Motion for Summary Judgment has been served by U.S. Mail, Postage Pre-Paid, on 12 day December, 2005 upon the following:

LISA A HEBERLING
160 GRAHAMPTON RD
WOODLAND, PA 16881

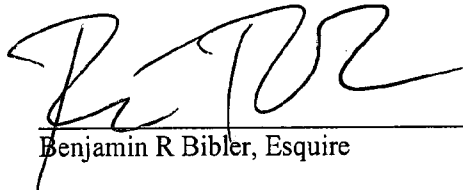
By: 

Benjamin R Bibler, Esquire

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, he is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to him by the Plaintiff and/or its agents and because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for filing of this pleading, and that the facts set forth in the foregoing pleading are true and correct to the best of his knowledge, information and belief.

12/12/05
Date


Benjamin R Bibler, Esquire

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DISCOVER BANK

:

-VS-

: No. 05-854-CD

LISA A. HEBERLING

:

O R D E R

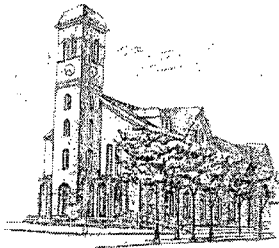
NOW, this 14th day of December, 2005, following argument on the Petition to Strike and/or Open Judgment filed on behalf of the Defendant, pro se; it being clear to the Court that neither the Petition nor the testimony submitted on behalf of the Defendant contain any information or averments which would entitle the Defendant to open the judgment, it is the ORDER of this Court that the said Petition be and is hereby dismissed.

BY THE COURT,



President Judge

FILED
01/31/2006
DEC 15 2005
William A. Shaw
Prothonotary/Clerk of Courts
Woodland, PA 16881
2cc Def.
100 Grahampton Rd
Wormbrodt
2cc Any



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 12/15/05

_____ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

X Plaintiff(s)/Attorney(s)

X Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions: