

05-1110-CD

Discover Bank vs Jeffrey M. Sayers  
2005-1110-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DISCOVER BANK

Plaintiff

No: 05- 1110-CD

vs.

COMPLAINT IN CIVIL ACTION

JEFFREY M SAYERS  
AKA JEFFREY SAYERS

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
323 W. Lakeside Ave 2nd Fl  
Cleveland, Oh 44113  
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04355004 C A Pit WLG

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William A. Shaw  
Prothonotary/Clerk of Courts

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

DISCOVER BANK

Plaintiff  
vs. Civil Action No  
JEFFREY M SAYERS  
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 adult individual(s) residing at the address listed  
below:

JEFFREY M SAYERS  
1545 KEEWAYDIN RD  
FRENCHVILLE, PA 16836

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 6011002687502302 . A copy of Plaintiff's Statement of Account is 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 July 21, 2005 , in the amount of \$14627.26 .

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 \$1500.00

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 , JEFFREY M SAYERS ,individually , in the amount of \$14627.26 with interest at the legal rate of 6.000% per annum from date of judgment plus attorneys' fees of \$1500.00 , and costs.

  
\_\_\_\_\_  
James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
323 W. Lakeside Ave 2nd Fl  
Cleveland, Oh 44113  
(412) 434-7955  
FAX: 412-338-7130  
04355004 C A Pit WLG

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.

31 SDSN6A01 0008688  
**JEFFREY SAYERS**  
**1545 KEEWAYDIN RD**  
**FRENCHVILLE PA 16836-9215**

**SAVE TODAY!** Call 1-800-767-7315 to transfer your higher-rate balances to your Discover® Card or visit [Discovercard.com](http://Discovercard.com).

PO BOX 15251   
WILMINGTON DE 19886-5251

*Address or telephone change? Please print change in the space above, or go to Discovercard.com.*

## Discover Platinum Card Account Summary

<i>account number</i>	6011 0026 8750 2302
<i>payment due date</i>	June 29, 2005
<i>minimum payment due</i>	\$2,462.00
<i>credit limit</i>	\$12,500
<i>credit available</i>	\$0
<i>cash credit limit</i>	\$6,300.00
<i>cash credit available</i>	\$0.00

**Closing Date: May 31, 2005**

page 1 of 2

<i>previous balance</i>	\$14,627.26
<i>payments and credits</i>	- 14,627.26
<i>purchases</i>	+ 0.00
<i>cash advances</i>	+ 0.00
<i>balance transfers</i>	+ 0.00
<b>FINANCE CHARGES</b>	+ 0.00
<i>new balance</i>	= \$0.00

## **EXHIBIT**

"A"

## Cashback Bonus®

## AWARD

Cashback Bonus® Anniversary Date: July 2

Previous Cashback Bonus Award Balance	\$	0.00
Purchase Award This Period	+	0.00
Cashback Bonus Award Total		0.00
Redemptions This Period	-	0.00
<b>Cashback Bonus Award Balance</b>		<b>0.00</b>
Award Available to Redeem	\$	0.00

## **Transactions**

trans. post  
date date

**Payments and Credits** May 31 May 31 INTERNAL CHARGE-OFF \$-14,627.26

<u>Average Daily Balances</u>	<u>Daily Periodic Rates</u>	<u>Nominal ANNUAL PERCENTAGE RATES</u>	<u>ANNUAL PERCENTAGE RATES</u>	<u>Periodic FINANCE CHARGES</u>	<u>Transaction Fee FINANCE CHARGES</u>
<i>current billing period: 29 days</i>					
Purchases	\$0	0.05956%	21.74% V	21.74%	\$0 none
Cash Advances	\$0	0.05751%	20.99% F	20.99%	\$0

The rates that apply to your Account are either fixed (F) or they may vary (V) as noted above.

Terms 15



## 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 - 12**

### 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 13 - 15**

### BILLING RIGHTS

Important information about your rights and our responsibilities under the Fair Credit Billing Act ..... **SEE PAGES 16 - 17**

### CASHBACK BONUS® PLUS TERMS AND CONDITIONS

The terms and conditions of the Cashback Bonus® Plus award program, including a description of how we calculate the award and how it is paid ..... **SEE PAGES 17 - 19**

### DESCRIPTION OF COVERAGE

The terms and conditions of the Scheduled Air Travel Accident Insurance and the Secondary Rental Car Collision Coverage that is provided at no charge to you when you use your Card to purchase airline tickets or rent an automobile ..... **SEE PAGES 19 - 26**

EXHIBIT  
"B"

## CARDMEMBER AGREEMENT

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

We respect your privacy. See the Privacy Section on page 9 and our Privacy Policy for additional information.

The Arbitration of Disputes Section on page 11 includes a waiver of a number of rights, including the right to a jury trial.

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Account or a Card, whether you notify us or not. The word "Billing Schedule" means the document accompanying your Card and listing the Finance Charge rates that apply to your Account. The Billing 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 pages 11-12. You may, however, reject arbitration with respect to any Account, this right to 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 replaced 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 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 transfers 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 cancelled 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 items 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 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 you request a credit to your Account, we will investigate the dispute. If we resolve the dispute in your favor, we will issue a credit to your Account

and 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 15-17 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 or 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 PLATINUM CARD, P.O. Box 1516, Wilmington, DE 19886-1502. 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 you have enrolled in an automatic billing arrangement, such as a monthly gym membership, and wish to continue the automatic billing arrangement, you must provide the merchant with your new Account number.

**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 refunding your unpaid balance 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 change 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

Under 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 of checks and money orders made "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. 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 charge 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, inquiring 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 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 27.99%, your minimum monthly payment will be the greater of \$10 or 1/50th of the New Balance, rounded to the next higher whole dollar amount, regardless of the Annual Percentage Rate on your Account. If the New Balance is less than \$10, the minimum monthly payment will be the amount of the New Balance. We may also include in your minimum monthly payment all or a portion of the amount by which your outstanding balance exceeds your Account credit limit as of the last day of the billing period. 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 period.

**CREDIT BALANCES.** We will refund any debit 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 6 months.

**BALANCE TRANSFERS.** We may periodically offer you the opportunity to transfer balances from other creditors or to make other transfers to your Account by means of balance transfer coupons or check. 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 special rate referred to as "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" to assure 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 transfer 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 limited on new balance transfers and cash advances beginning with the date the transaction occurs.

**PERIODIC FINANCE CHARGES.** Periodic Finance Charges are imposed on all transaction 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 Credit 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 equivalent Average Daily Balance x number of days in the billing period x 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-day 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 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 transaction made that day, fees charged the previous day's daily balance, transaction 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 became 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 Charge which are added to the cash advance transaction category and Balance Transfer Transaction Fee Finance Charge 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 1/365th 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 ranking 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 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, the 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.

**DEFUALT 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 indicated 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 at  $19.95\%$  as of the last day of the previous billing period. We will then calculate the standard Annual Percentage Rate for 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  $19.95\%$  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  $19.95\%$  (a Daily Periodic Rate of  $0.5477\%$ ) and the standard ANNUAL PERCENTAGE RATE for cash advances will also be increased to  $19.95\%$  (a Daily Periodic Rate of  $0.5477\%$ ) if it is currently less than  $19.95\%$ .

If your outstanding balance exceeds your Account credit limit at 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 Purchase Rate for purchases is less than  $19.95\%$ , then the standard ANNUAL PERCENTAGE RATE for purchases will be increased to  $19.95\%$  (a Daily Periodic Rate of  $0.5477\%$ ) and the standard ANNUAL PERCENTAGE

RATE for cash advances will also be increased to  $19.95\%$  (a Daily Periodic Rate of  $0.5477\%$ ) if it is currently less than  $19.95\%$ . If your standard ANNUAL PERCENTAGE RATE for purchases is less than  $19.95\%$ , then the standard ANNUAL PERCENTAGE RATE for purchases will be set forth in the Pricing Schedule.

**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, Platinum Card checks, regardless of the purpose for which used, are subject to Cash Advance Transaction Fee Finance Charge. To obtain the total finance charge on cash advances for each billing period, we add any Cash Advance Transaction Fee Finance Charge for the billing period charged under that Section to any Periodic Finance Charge calculated under the Periodic Finance Charge 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 Charge 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  $\$0$  for any billing period in which some FINANCE CHARGE of less than  $\$0$  would otherwise be imposed.

**RETURNED CHECK FEE.** We will charge you a Returned Check Fee of  $\$2.00$  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 re-submission.

**RETURNED DISCOVER PLATINUM CARD CHECK FEE.** We will charge you a RETURNED DISCOVER PLATINUM Card Check fee of  $\$2.00$  each time we decline to honor a Discover Platinum Card cash advance check, balance transfer check or other promotional check.

**STOP PAYMENT FEE.** We may charge a Stop Payment Fee of  $\$15$  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 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-SHORE 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  $\$15$  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; if a court appoints a guardian for you or a conservator for your assets; if you die; 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; or if you fail to make a required payment when due on any other account you have with us or with another creditor. 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 supplier, an attorney or supplier may charge you regard to recovery of money that you owe us, we may charge you reasonable attorney 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 be responsible to pay any amount you owe us according to the terms of this Agreement. If your Account is a joint Account, either Cardmember may cancel the Account, but you will both remain responsible to pay any amount owed to us according to the terms of this Agreement. We may cancel or suspend your Account at any time without notice. We may choose not to review 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 part of your Cardmember Agreement. As indicated in our Privacy Policy, we may report to credit reporting agencies and other debtors 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, P.O. Box 1516, Wilmington, DE 19899-5216. 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, telephone calls, automated telephone equipment, pre-recorded 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-DISCOVER or write to us at Discover Card, P.O. Box 1516, Wilmington, DE 19899-5216. 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 holder 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 inquiry. 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 total 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 be liable to you if any of these events happen.

**CHANGE OF TERMS.** We may change any term or part of this Agreement, including, but not limited to, any finance charge rate, fee or method of computing any balance upon which the finance charge rate is based, 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 unexpired Agreement. Otherwise, you will have agreed to the changes in the notice. Use of your Account after the effective date of the change will be

deemed acceptance of the new terms as of such effective date, even if you previously notified us that you did not agree to the change.

**CHANGE OF ADDRESS OR TELEPHONE NUMBER.** If you change your address or telephone number you must notify us of your new address or telephone number within 15 days.

**ASSIGNMENT OF ACCOUNT.** We may sell, assign or transfer your Account or any portion thereof without first obtaining our prior written consent. 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 of scope of this arbitration provision, or 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 LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY**

**GENERAL CAPACITY ("Class Action Waiver").** Notwithstanding anything else to the contrary in this arbitration provision, only a court, and not an arbitrator, shall determine the validity and effect of the Class Action Waiver. 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 claim 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 of your state's equivalent court, if it so long as the claim is pending only in that court and does not exceed \$5,000.

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 whomever files the arbitration claim, by either 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, file a claim or for other information, contact JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614 (phone 1-800-552-5257) or NAF at P.O. Box 50191, Minneapolis, MN 55405 (phone 1-800-474-2171). No other arbitration forum will be permitted, except as agreed to pursuant to either the Change of Terms section or in writing signed by both parties.

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 1516, Wilmington, DE 19899-5216. 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 you 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 and shall be authorized to award all remedies permitted by the substantive laws that would apply if the action were pending in court. If requested by any party, the arbitrator shall write an opinion containing the reason 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, any party may appeal the award within 30 days to a three-arbitrator panel which shall review the award de novo. Unless the applicable law provides otherwise, the appealing party will pay the costs of the appeal, regardless of its outcome. However, we will consider in good faith any reasonable request for us to bear the fees charged by the arbitration administrator and the arbitrator in connection with the appeal. 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 proceeding 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 Charge 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 law 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, except that if the Class Action Waiver set forth above in the Arbitration Dispute section is invalidated in any proceeding in which you and we are involved, then the Arbitration of Disputes section will be void with respect to that proceeding.

**Discover Bank**  
**DISCOVER PLATINUM CARD**  
*R.D. Shaff*  
Vice President

## PRIVACY POLICY

### We Respect Your Privacy

Our mission is to provide you with superb 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 site. 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 your 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 site.

#### 1.13 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, 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 or 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 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 command 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 your 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 30941, Salt Lake City, UT 84130-0941 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 do not 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 1-800-225-5402 or write to us at Discover Card, P.O. Box 30941, Salt Lake City, UT 84130-0941. 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 we are already in production prior to the processing of your request.

This Privacy Policy is provided to the putative Cardmember listed on the Account. However, any other 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 family of Discover 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 directed in the notice.

**Vermont 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 companies in our corporate family unless you call us at 1-800-DISCOVER and authorize us to do so.

## KEEP THIS NOTICE FOR FUTURE USE

### Your Billing Rights

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 at 1000 1st Street, N.W., Washington, D.C. 20004. You must hear from us 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 dollar amount of the suspected error.
- 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 10 days, telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell 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 good or service. 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 misled you about the merchant for the goods or services.

## DISCOVER® CARD CASHBACK BONUS® PLUS PROGRAM TERMS AND CONDITIONS

The Cashback Bonus® Plus Terms and Conditions constitute a separate and independent agreement from the Cardmember Agreement and apply to Accounts that participate in the Cashback Bonus Plus 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 re-nominated in dollars and cents which may be accrued by Cardmembers by using their Discover® Card for qualified purchases. Cashback Bonus awards include Purchase Cashback Bonus awards and other Cashback Bonus awards as described below. Purchase Cashback Bonus awards are not accrued for Prohibited Transactions (as defined in the Cardmember Agreement), cash advances or balance transfers.
2. Purchase Cashback Bonus amounts are calculated based on purchases made during an annual period corresponding to the Cardmember's anniversary year as detailed in paragraph 3 below. The first anniversary year begins on the date the Card is issued and ends on the last day of the twelve month 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 purchase Cashback Bonus award is calculated by multiplying the total qualified purchases at the end of each billing period by:
  - 1.5% (.015), if the purchases are part of the first \$1,500 in purchases during the anniversary year, and
  - .50% (.005), if the purchases are part of the second \$1,500 in purchases during the anniversary year, and
  - 25% (.025), if the purchases are part of the purchases in excess of \$3,000 during the anniversary year.
4. In addition, any purchases made at select warehouse clubs or discount stores, including grocery stores affiliated with these stores, will accrue a fixed Purchase Cashback Bonus award of 2.5% (.025) of the amount of the purchases. However, these purchases are included in the total amount of purchases made during the anniversary year and are used to determine the applicable percentage rate listed above for other purchases. For example, a Cardmember's first purchase will not accrue 1.5% (.015) if the Cardmember has already made more than \$1500 in warehouse or

discount store purchases. Please call 1-800-347-7856 or visit our Web site at Discovercard.com for a list of these select clubs and stores.

The total of these calculations for each anniversary year is the accrued amount of the Purchase Cashback Bonus award. The accrued amount of the Purchase 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 Purchase 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 (e.g., 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 Purchase Cashback Bonus award unless otherwise disclosed in the offer. These other Cashback Bonus awards will apply 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 Purchase 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 award 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 released in increments of \$10 only. Cardmembers have no right to accrued Cashback Bonus amounts of less than \$10 or amounts within the \$10 increments.

Only Cardmembers in good standing with open Accounts may accrue the accrued Cashback Bonus awards in the Cashback Bonus Account. For purchases of the Cashback Bonus Plus program, 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 \$10 or more in accrued Cashback Bonus awards will be paid to the Cardmember as an Account credit in \$20 increments. If the \$20 minimum or an increment of \$10 thereafter is not reached, that amount will be forfeited. If an Account is closed for any reason, any Cashback Bonus award 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, an electronic deposit into an account designated by the Cardmember, a check that is mailed to the Cardmember, a charitable donation to selected charities, or an exchange of the Cashback Bonus award for selected products or services. The terms of purchases made during the anniversary year and are used to determine the applicable percentage rate listed above for other purchases. For example, a Cardmember's first purchase will not accrue 1.5% (.015) if the Cardmember has already made more than \$1500 in warehouse or

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.

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. Returns will decrement the Cardmember's Cashback Bonus amounts based on the Cardmember's tier level at the time of the return; however, for returns made during the first 90 days of an anniversary year, except for the first year of participation in the Cashback Bonus Plus program, Purchase Cashback Bonus return will decrement the Cashback Bonus amount at .75% (.0075). Discover Card also reserves the right to round 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 excessive 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® Platinum Cardmembers are provided with up to \$50,000 Scheduled Air Travel Accident protection. Whenever you use your Discover Platinum 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: \$500,000 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 Cardmembers, 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 pro-rated and paid in accordance with the claim payment and beneficiary provisions of the policy. Once the Family Aggregate Principal Sum is paid to 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 benefit 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 cardholder, his or her insured spouse and insured dependent children. This aggregate limit does not include 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, unanticipated 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 (indirectly) results from sickness, disease, mental infirmity, bodily infirmity or any other cause causes a covered loss.**

**DISAPPEARANCE BENEFITS.** We will premiums you suffered loss of life due to an accident if you are killed 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 \$500,000 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 spouse 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 DATE.** 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 coverage is terminated: 1) on 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 heirs that follows: (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 60654.

**CLAIM PROCEDURE.** Claim forms may be obtained through the Insurance Company. Claims for benefits must be filed with the Insurance Company within 90 days of 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, 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 untravel 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, (2) sickness, disease, or mental incapacity or bodily infirmity whether directly or indirectly; (3) infection of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, plague, pneumonia 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 or act of war, declared or undeclared; or (6) travel or flight in or on any vehicle used for aerial navigation, on a pilot, operator or crew member.

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

**Benefits are not payable for losses due 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 #50109012 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 S345000) 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 15701, Wilmington, DE 19850-5701, (800) 551-0824.**

**SECONDARY RENTAL CAR COLLISION COVERAGE PROVIDED TO DISCOVER PLATINUM CARDMEMBERS DESCRIPTION OF COVERAGE.**

**COVERAGE DESCRIPTION:**

**Secondary Rental Car Collision Coverage will reimburse You or the Rental Agency for Covered Damages as a result of Collision Damage on an excess basis (over and above any amount due from any other valid and collatible insurance or any other form of reimbursement payable by those responsible for the loss) on a pro-rata basis. Covered Damages are those amounts, up to \$25,000 per incident, on claims for Collision Damage to the Rented Automobile for which You or any authorized driver is legally responsible to the Rental Agency. In no event will We be liable beyond the amounts actually paid by either You or the Rental Agency. Reimbursement will be on an Actual Cash Value basis.**

**From the amount of reimbursement due, the amount of any valid and collectible insurance, or the sum of \$0 (whichever is greater), shall be deducted.**

**DEFINITIONS:**

- **Actual Cash Value** means the cost to repair or replace the Rented Automobile at the time of Collision Damage, less depreciation.
- **Collision Damage** means the direct and accidental damage to a Rented Automobile caused by upset or collision with another object.
- **Eligible Card** means the Discover Platinum credit card.
- **Rental Agent** means a commercial automobile rental company licensed under the laws of the applicable jurisdiction.
- **Rent** or **Use** means the charges imposed by the Rental Agency for which You are liable, due to Collision Damage to the Rented Automobile, for the period of time the vehicle is being repaired.
- **Rented Automobile** means a four-wheeled private passenger-type motor vehicle of a minimum manufacture and designed to transport a maximum of eight passengers and used exclusively to carry passengers. It must be designed for travel on public roads and rented from a licensed Rental Agency.

**\*We, Us and Our means Virginia Surety Company, Inc.**

- **You or Your** means the eligible Cardholder, hereinafter referred to as Cardmember, his or her spouse, and unmarried children under the age of 19 (or age 23 if a full-time student at an accredited college or university). Spouse includes domestic partner, which means a person designated by and listed as a domestic partner on the account of the primary Cardmember, who is at least 18 years of age, and who during the past 12 months: a) has resided in the same household as the primary Cardmember; and b) has been (jointly) responsible with the Cardmember for each other's financial obligations.

**HOW TO GET COVERAGE:**

- **Initiate and pay for the entire rental transaction with Your Eligible Card.** If a coupon or voucher of any kind is initially applied toward payment of the Rented Automobile, at least one day of rental must be charged to Your Eligible Card; and
- **Observe the collisionless damage waiver offered by the Rental Agency;**

- You must rent the car in Your own name and sign the rental car contract. Coverage does not apply if You pay for someone else to rent the car.
- It is not necessary for You to notify Us at the time of rental.

#### WHO IS COVERED:

- You

#### WHERE YOU'RE COVERED:

- Coverage is available in the fifty (50) United States of America and Canada. Coverage is not applicable where prohibited by law or in violation of the terms of the rental agreement or prohibited by individual merchants.

#### PERIOD OF COVERAGE:

- Coverage begins when You pick up the car and ends when You turn it in to the Rental Agency.
- The period of coverage shall not exceed thirty-one (31) consecutive days.

#### EXCLUDED RENTAL VEHICLE:

- Truck; recreational vehicles; campers; pickup trucks; minivans; full-size vans mounted on truck chassis; vehicles manufactured to seat more than eight occupants; vehicles when used to carry, haul or transport any type of cargo or property; off-road vehicles; trailers; motorcycles; motorcycles; and motor scooters; unique motor vehicles (which means vehicles over 25 years old or any vehicle which has not been manufactured for 10 years or more); limousines; high-value motor vehicles (those whose replacement value exceeds \$50,000); limited-edition motor vehicles (which are high-value, exotic or performance or collector's vehicles); special-interest or exotic cars (including Aston Martin, Bentley, Birklin, Daimler, Delahaye, Ecurial, Hispano-Suiza, Lamborghini, Lotus, Maserati, Panzani, Rolls Royce or similar vehicles, selected models of BMW, Mercedes-Benz, Cadillac, and Lincoln).

#### WHAT IS NOT COVERED:

- Coverage is not all-inclusive, which means It does not cover such things as personal injury, personal liability, or personal property. In other words, It does not cover You for damage to someone else's vehicle or property. Your property or personal property inside the vehicle. It does not cover You for any injury to any party.
- Loss resulting from any dishonest, fraudulent or criminal act.
- Loss resulting from any forgery.
- Loss that occurs while You are in violation of the Rental Agreement.
- Loss due to driving while intoxicated (as defined by the law of the jurisdiction where the loss occurred), or under the influence of any narcotic, unless prescribed by a physician, reckless driving, or due to contraband or illegal activities.
- Intentional loss or damage.
- Loss resulting from hostility of any kind (including declared war, undeclared war, invasion, rebellion, riot, civil commotion, or insurrection) or usurpation by authorities.
- Loss due to nuclear reaction or radioactive contamination.

- Loss as a result of fire, lightning, flood, earthquake, windstorm, water, or other weather-related causes.
- Loss resulting from falling objects, fire, theft or larceny, explosion, malicious mischief or vandalism.
- Loss or theft of personal belongings.
- Loss caused by someone other than You.

#### LOSSES DUE TO WEAR AND TEAR, GRADUAL DEPRECIATION, FREEZING, MECHANICAL OR ELECTRICAL BREAKDOWN OR FAILURE.

- Blowouts and tire damage unless the loss is coincident with a covered loss.
- Depreciation, administrative, loss of use, or other fees charged by the Rental Agency.

#### A SINGLE RENTAL CONTRACT OF MORE THAN THIRTY-ONE (31) CONSECUTIVE DAYS.

- Back-to-back rentals for more than thirty-one (31) consecutive days (a back-to-back rental is two or more rentals of the same or different vehicles within the same city with the first ending and next beginning within a 24-hour period).
- Lease or mini-lease.
- Expenses assumed, waived, or paid by the Rental Agency or its insurer.
- Any obligation You assume under any agreement (other than the standard rental car agreement).

#### LOSS RESULTING FROM AN AUTHORIZED DRIVER'S LACK OF REASONABLE CARE IN PROTECTING THE RENTED AUTOMOBILE BEFORE OR AFTER THE LOSS OCCURS (INCLUDING, BUT NOT LIMITED TO, MYSTERY OR DISAPPEARANCE OF THE RENTED CAR KEY, LEAVING THE RENTED CAR RUNNING WHILE UNATTENDED, ETC.).

- Damage sustained on any road not regularly maintained by a municipal, state, or federal entity.
- Loss or damage resulting from use of vehicles unrented for road use.

#### EXPENSES REIMBURSED BY YOUR INSURER, EMPLOYER, OR EMPLOYER'S INSURER.

- Loss resulting from use of the Rented Automobile in test, race, or contests.

#### LOSS RESULTING FROM USE OF THE RENTED AUTOMOBILE TO CARRY PASSENGER AND PROPERTY FOR HIRE.

- Losses occurring in states or countries where prohibited by law.

#### LOSSES NOT REPORTED WITHIN THE TIME PERIOD PROVIDED, AS STIPULATED IN THE CLAIM PROCEDURE.

#### COVERAGE WILL NOT PAY FOR, OR DUPLICATE, THE COLLISION LOSS DAMAGE WAIVER OFFERED BY THE RENTAL AGENCY.

#### HOW TO FILE A CLAIM:

- After Collision Damage occurs, You must contact the administrator, Aon Innovative Solutions, P.O. Box 270, Golden, CO 80402, so coverage can be verified and a claim form sent to You. You must report any Collision Damage within 45 days of the incident, or We will not be able to honor Your claim.

#### FOR NEW YORK RESIDENTS:

The amounts of insurance set forth in this section are the maximum allowed by New York law. Actual amount of insurance may be lower under the coverage:

- Secondary Rental Car Collision Coverage will reimburse You or the Rental Agency for Covered Damages as a result of Collision Damage on an excess basis (over and above any amount due from any other valid and collectible insurance or any other form of reimbursement payable by the responsible for the loss) except when the Rented Automobile is used outside the United States, its territories and possessions, or when the Eligible Card was issued to You as an employee of an organization which has provided the Eligible Card for business use, in which case coverage is primary.
- Secondary Rental Car Collision Coverage is an insurance program.
- Reminder: Please refer to the Insurance Disclosures section.

- The account statement showing the Rental Agency transaction.
- The automobile rental agreement (front and back); and
- The police report; and
- The initial claim report submitted to the automobile Rental Agency; and
- The paid claim presented by the Rental Agency for the Collision Damage for which You are responsible; and
- Proof of submission of the loss to and the result of any settlement or denial by the applicable insurance carrier(s); and
- If no other insurance is applicable, a detailed statement from You to that effect; and
- Any other documentation We may request.

- Be sure to submit all above requested documentation to the administrator within 180 days of the incident, or as soon as reasonably possible, or the claim will not be honored.
- It is a condition of this coverage that You, as often as may be reasonably required by Us, will submit, and within Your power cause others to submit, to examinations under oath and will produce for examination all writing, books of account, bills, invoices and vouchers, or certified copies thereof, at such reasonable time and place as We may designate and will permit extracts and copies thereof to be made.
- If payment is made under the Secondary Rental Car Collision Coverage, We are entitled to recover such amounts from other parties or persons. Any party or person to or for whom We make payment must transfer to Us his or her rights to recover against any other party or person. You must do everything necessary to secure these rights, and must do nothing that would jeopardize them, or these rights will be recovered from You. However, We will not require reimbursement against Your personal insurance carrier, but You agree to repay Us for any reimbursement, up to the amount of any recovery from Your personal insurance carrier.
- The account statement showing the Rental Agency transaction.
- The automobile rental agreement (front and back); and
- The police report; and
- The initial claim report submitted to the automobile Rental Agency; and
- The paid claim presented by the Rental Agency for the Collision Damage for which You are responsible; and
- Proof of submission of the loss to and the result of any settlement or denial by the applicable insurance carrier(s); and
- If no other insurance is applicable, a detailed statement from You to that effect; and
- Any other documentation We may request.

**Insurance Disbursements:**

Secondary Rental Car Collision Coverage is provided under a master policy of insurance issued by Virginia Surety Company, Inc. (herein referred to as Company). All information in this Description of Coverage (DOC) about these benefits is subject to the terms and condition of the master policy.

Coverage under Secondary Rental Car Collision Coverage is effective July 1, 2001. Insurance benefits are provided to Cardmember account holders (individuals who have an open and active Discover Platinum credit card account) free of charge and enrollment is automatic. This DOC replaces all prior DOC's, program descriptions, advertising and/or brochures by any party. We reserve the right to change the benefits and features of all these programs.

Discover Financial Services, Inc. or the Company can cancel or choose not to renew the insurance coverage for all insureds. If this happens, Discover Financial Services, Inc. will notify the Cardmember account holder at least 30 days in advance of the expiration of the policy. Such notices need not be given if substantially similar replacement coverage taken effect without interruption and it provided by the same insurer. Insurance benefits will still apply to car rental commenced prior to the date of such cancellation or non-renewal, provided all other terms and conditions of coverage are met.

The insurance benefit applies to you, the Insured, whose cards are issued by U.S. financial institutions. These benefits do not apply if Your Eligible Card privileges have been suspended or cancelled. However, insurance benefits will still apply to car rentals commenced prior to the date that Your Eligible Card account is suspended or cancelled provided all other terms and conditions of coverage are met.

All parties are expected to exercise due diligence and prudent judgement to avoid or diminish any loss to the property insured under this program. Coverage will be void if, at any time, the Cardmember has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the Cardmember's interest therein, or in the case of any fraud or false swearing by the injured relating thereto. No person or entity other than the Cardmember shall have any legal or equitable right, remedy, or claim for insurance proceeds and/or damages under or arising out of this coverage. Salvage may be requested by the administrator. If salvage is requested, it must be submitted to the administrator at the Cardmember's expense. Failure to remit requested salvage may result in denial of this claim.

No action at law or in equity shall be brought to recover on this coverage prior to the expiration of 60 days after proof of loss has been furnished in accordance with the requirements of this DOC.

ID (240)

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is Robert Adkins  
(Name)  
Accounts Manager of Discover Financial Services Inc., servicing agent of the plaintiff herein, that  
(Title) (Company)

he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Complaint are true and correct to the best of his/her knowledge, information and belief.

  
Robert Adkins  
(Signature)

WWR# 04355004

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100691  
NO: 05-1110-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: DISCOVER BANK  
vs.  
DEFENDANT: JEFFREY M. SAYERS a/k/a JEFFREY SAYERS

**SHERIFF RETURN**

NOW, August 17, 2005 AT 3:45 PM SERVED THE WITHIN COMPLAINT ON JEFFREY M. SAYERS AKA JEFFREY SAYERS DEFENDANT AT SHERIFF'S OFFICE, 1 N.2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JEFFREY M. SAYERS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

FILED  
01/05/06 AM  
DEC 08 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2296896	10.00
SHERIFF HAWKINS	WELTMAN	2296896	43.92

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2005

*Chester A. Hawkins*  
*by Marly A. Harris*  
Chester A. Hawkins  
Sheriff

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

DISCOVER BANK

Plaintiff No. 05-1110-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

JEFFREY M SAYERS AKA  
JEFFREY SAYERS

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

FILED

DEC 12 2005 (E)  
13:40 PM  
William A. Shaw  
Prothonotary/Clerk of Courts

Notice to Dept

WWR#04355004  
Judgment Amount \$ 16,127.26

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

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 05-1110-CD

JEFFREY M SAYERS AKA  
JEFFREY SAYERS

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

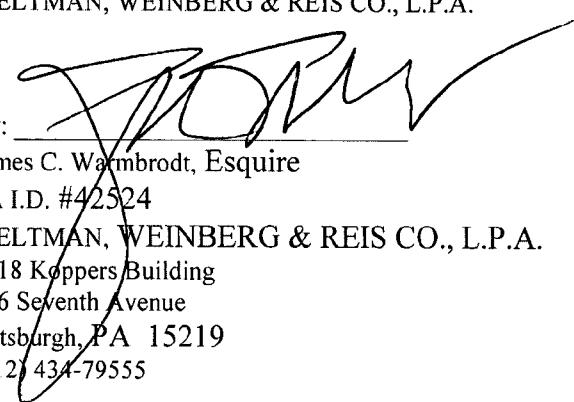
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, JEFFREY M SAYERS AKA  
JEFFREY SAYERS above named, in the default of an Answer, in the amount of \$16,127.26 computed as  
follows:

Amount claimed in Complaint	\$14,627.26
Interest from date of judgment at the legal interest rate of 6% per annum	
Attorney's fees	\$1,500.00
<b>TOTAL</b>	<b>\$16,127.26</b>

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:   
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#04355004

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
And that the last known address of the Defendant is: 1545 KEEWAYDIN RD  
FRENCHVILLE, PA 16836

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

DISCOVER BANK

Plaintiff

05-1110-CD

JEFFREY M SAYERS AKA  
JEFFREY SAYERS

Defendant

**IMPORTANT NOTICE**

TO:

JEFFREY M SAYERS - AKA  
1545 KEEWAYDIN RD  
FRENCHVILLE, PA 16836

Date of Notice: 9/15/05

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: William T. Molczan  
William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR #04355004

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

DISCOVER BANK

Case no: 05-1110-CD

**Plaintiff** **NON-MILITARY AFFIDAVIT**  
**vs.**

JEFFREY M SAYERS AKA  
JEFFREY SAYERS

**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, JEFFREY M SAYERS AKA JEFFREY SAYERS 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, JEFFREY M SAYERS AKA JEFFREY SAYERS is not in the military service.

Further Affiant sayeth naught.

---

**AFFIANT**

SWORN TO AND SUBSCRIBED in my presence this 21 day  
of July 1885

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-27-2005 12:29:49



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

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
SAYERS			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: **BJJQYTLOTFQ**

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 05-1110-CD

JEFFREY M SAYERS AKA  
JEFFREY SAYERS

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 Dec. 12, 2008

Assumpsit Judgment in the amount  
of \$16,127.26 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.

Entry of Judgment of  
 Court Order  
 Non-Pro  
 Confession  
 Default  
 Verdict  
 Arbitration  
Award

Prothonotary

By:   
\_\_\_\_\_  
PROTHONOTARY (OR DEPUTY)

JEFFREY M SAYERS  
1545 KEEWAYDIN RD  
FRENCHVILLE, PA 16836

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
1-888-434-0085

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

DISCOVER BANK

Plaintiff No. 05-1110-CD

vs.

**PRAECIPE FOR WRIT OF EXECUTION  
(BANK ATTACHMENT ONLY)**

JEFFREY M SAYERS a/k/a  
JEFFREY SAYERS

Defendant

CLEARFIELD BANK & TRUST,

Garnishee,

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#04355004

**FILED** *Perma*

APR 28 2006  
M/3:15/4  
William A. Shaw  
Prothonotary/Clerk of Courts

6 cent w/wncts to  
SHTPA

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

**Plaintiff**

vs.

Civil Action No. 05-1110-CD

JEFFREY M SAYERS a/k/a  
JEFFREY SAYERS

Defendant

**CLEARFIELD BANK & TRUST.**

## Garnishee

## **PRAECIPE FOR WRIT OF EXECUTION**

## TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of Clearfield County:
  2. against Jeffrey M. Sayers a/k/a Jeffrey Sayers, Defendant
  3. against Cleafield Bank & Trust, Garnishee
  4. Judgment Amount \$ 16,127.26

Interest **\$6** 323.43

Costs \$6 158.92

**SUBTOTAL:** **\$ 16,609.61**

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

By: William T. Molczan, Esquire  
PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#04355004

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

DISCOVER BANK  
Plaintiff

vs.

Civil Action No. 05-1110-CD

JEFFREY M SAYERS a/k/a  
JEFFREY SAYERS  
Defendant

CLEARFIELD BANK & TRUST  
Garnishee

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: Jeffrey M. Sayers a/k/a Jeffrey Sayers Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;

(2) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him/her/them that he/she/they has been added as a garnishee and is enjoined as above stated.

Amount due ..... \$ 16,609.61

Costs to be added..... \$ \_\_\_\_\_

**Prothonotary costs 125.00**

Prothonotary

  
Deputy

DATED: 4-28-06

WWR#04355004

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

DISCOVER BANK

**Plaintiff**

**No. 05-1110-CD**

vs.

JEFFREY SAYERS

**Defendant**

CLEARFIELD BANK & TRUST

**Garnishee**

**WRIT OF EXECUTION**  
**NOTICE**

This paper is a "Writ of Execution". It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken and sold by the Sheriff to satisfy your debts. **SUCH PROPERTY IS SAID TO BE EXEMPT**. No matter what you may owe, there is a **DEBTOR'S EXEMPTION** established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions which may be applicable to you. Listed below is a summary of some of the major exemptions. You may have other exemptions or other rights. If you have an exemption, you should do the following promptly:

- (1) Complete the claim form on the opposite side and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court when and where you are told to appear ready to explain your exemption. **IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.**

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

LAWYER REFERRAL SERVICE  
PENNSYLVANIA BAR ASSOCIATION  
P.O. BOX 186  
HARRISBURG, PA 17108  
TELEPHONE NO.: 1-800-692-7375

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

1. \$300.00 exemptions set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms & equipment.
4. Tools of your trade such as carpenter's tools.
5. Most wages & unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,

(a) I desire that my statutory \$300.00 exemption be:

(1) set aside in kind (specify property, to be set aside in kind):

(2) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption: (specify property and basis of exemption):

(2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

(a) my \$300.00 statutory exemption:  in cash  in kind  
(specify property):

(b) Social Security benefits on deposit in the amount of \$

(c) Other (specify amount & basis for exemption):

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. § 4904 relating to unsworn falsification to authorities:

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

**THIS CLAIM TO BE FILED WITH:**

Office of the Sheriff of Clearfield County  
1 N. Second Street, Suite 116, Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
Telephone Number: (814) 765-2641 ext. 5986

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

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

DISCOVER BANK

Plaintiff No. 05-1110-CD

vs.

## INTERROGATORIES IN ATTACHMENT

JEFFREY M SAYERS a/k/a  
JEFFREY SAYERS

Defendant

and

## CLEARFIELD BANK & TRUST

## Garnishee

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#04355004

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

DISCOVER BANK

**Plaintiff**

vs.

Civil Action No.: 05-1110-CD

JEFFREY M SAYERS a/k/a  
JEFFREY SAYERS  
Defendant

and

**CLEARFIELD BANK & TRUST  
Garnishee**

TO: Clearfield Bank & Trust  
North Second And Bridge Streets  
Clearfield, Pennsylvania 16830      Suggested Reference No.: 163-52-7193

## **IMPORTANT NOTICES TO GARNISHEE!**

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

## INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason?

2. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

3. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

4. If the answer to Interrogatory 3 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

5. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

6. If the answer to Interrogatory 5 is in the affirmative, describe the nature, fair market value, and present location of each of said properties.

7. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

8. If the answer to Interrogatory 7 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

9. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

10. If the answer to Interrogatory 9 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

11. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

12. If the answer to Interrogatory 11 is in the affirmative, describe the amount or nature, fair market value and present location of each of such payments and properties.

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

By:   
William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#04355004

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101499  
NO: 05-1110-CD  
SERVICE # 1 OF 1  
WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: DISCOVER BANK

vs.

DEFENDANT: JEFFREY M. SAYERS aka JEFFREY SAYERS  
TO: CLEARFIELD BANK & TRUST , GARNISHEE

SHERIFF RETURN

---

NOW, May 03, 2006 AT 9:10 AM SERVED THE WITHIN WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON CLEARFIELD BANK & TRUST DEFENDANT AT NORTH SECOND & BRIDGE STS., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GRETNA L. PETERS, DEPOSIT/IRA ADM. ASST. A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

FILED  
03-22-01  
MAY 04 2006  
cm

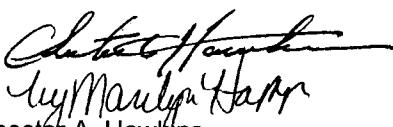
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8327977	10.00
SHERIFF HAWKINS	WELTMAN	8327977	20.39

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

  
Chester A. Hawkins  
Sheriff

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

DISCOVER BANK

Plaintiff No. 05-1110-CD

vs.

**PRAECIPE FOR WRIT OF EXECUTION  
(BANK ATTACHMENT ONLY)**

JEFFREY M SAYERS a/k/a  
JEFFREY SAYERS

Defendant

CLEARFIELD BANK & TRUST,

Garnishee,

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#04355004

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

APR 28 2006

Attest.

*William L. Shan*  
Prothonotary/  
Clerk of Courts

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

Plaintiff

vs.

Civil Action No. 05-1110-CD

JEFFREY M SAYERS a/k/a  
JEFFREY SAYERS

Defendant

CLEARFIELD BANK & TRUST,

Garnishee

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1. directed to the Sheriff of Clearfield County:
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3. against Cleafield Bank & Trust, Garnishee
4. Judgment Amount \$ 16,127.26

Interest \$ 323.43

Costs \$ 158.92

**SUBTOTAL:** \$ 16,609.61

Costs (to be added by Prothonotary): \$ \_\_\_\_\_

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

By: William T. Molczan  
William T. Molczan, Esquire  
PA I.D. #47437

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(412) 434-7955  
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IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

DISCOVER BANK  
Plaintiff

vs.

Civil Action No. 05-1110-CD

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CLEARFIELD BANK & TRUST  
Garnishee

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Costs to be added..... \$ \_\_\_\_\_

**Prothonotary costs 125.00**

Prothonotary

  
Deputy

DATED: 4-28-06

WWR#04355004

Rec'd 5-1-06 @ 3:00pm

Chesler A. Haubers, Sheriff  
by Marilyn Haar

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

DISCOVER BANK

Plaintiff

No. 05-1110-CD

vs.

JEFFREY SAYERS

Defendant

CLEARFIELD BANK & TRUST

Garnishee

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6. Social Security benefits, certain retirement funds and accounts.
7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,

(a) I desire that my statutory \$300.00 exemption be:

(1) set aside in kind (specify property, to be set aside in kind):

(2) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption: (specify property and basis of exemption):

(2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

(a) my \$300.00 statutory exemption:  in cash  in kind  
(specify property):

(b) Social Security benefits on deposit in the amount of \$ \_\_\_\_\_

(c) Other (specify amount & basis for exemption): \_\_\_\_\_

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. § 4904 relating to unsworn falsification to authorities:

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

**THIS CLAIM TO BE FILED WITH:**

Office of the Sheriff of Clearfield County  
1 N. Second Street, Suite 116, Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
Telephone Number: (814) 765-2641 ext. 5986

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

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

DISCOVER BANK

Plaintiff No. 05-1110-CD

vs.

**INTERROGATORIES IN ATTACHMENT**

JEFFREY M SAYERS a/k/a  
JEFFREY SAYERS

Defendant

and

CLEARFIELD BANK & TRUST

Garnishee FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#04355004

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

DISCOVER BANK

**Plaintiff**

VS.

Civil Action No.: 05-1110-CD

JEFFREY M SAYERS a/k/a  
JEFFREY SAYERS  
Defendant

and

**CLEARFIELD BANK & TRUST  
Garnishee**

TO: Clearfield Bank & Trust  
North Second And Bridge Streets  
Clearfield, Pennsylvania 16830      Suggested Reference No.: 163-52-7193

## **IMPORTANT NOTICES TO GARNISHEE!**

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

## INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason?

2. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

3. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

4. If the answer to Interrogatory 3 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

5. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

6. If the answer to Interrogatory 5 is in the affirmative, describe the nature, fair market value, and present location of each of said properties.

7. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

8. If the answer to Interrogatory 7 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

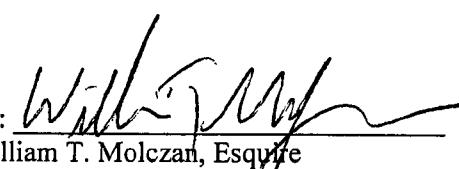
9. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

10. If the answer to Interrogatory 9 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

11. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

12. If the answer to Interrogatory 11 is in the affirmative, describe the amount or nature, fair market value and present location of each of such payments and properties.

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

By:   
William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#04355004

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

DISCOVER BANK

Plaintiff No. 05-1110-CD

vs.

**PRAECIPE FOR WRIT OF EXECUTION  
(BANK ATTACHMENT ONLY)**

JEFFREY M SAYERS a/k/a  
JEFFREY SAYERS

Defendant

CLEARFIELD BANK & TRUST,

Garnishee,

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#04355004

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

APR 28 2006

Attest.

*William B. Shaw*  
Prothonotary/  
Clerk of Courts

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 05-1110-CD

JEFFREY M SAYERS a/k/a  
JEFFREY SAYERS

Defendant

CLEARFIELD BANK & TRUST,

Garnishee

**PRAECIPE FOR WRIT OF EXECUTION**

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**SUBTOTAL:** \$ 16,609.61

Costs (to be added by Prothonotary): \$ \_\_\_\_\_

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

By: William T. Molczan  
William T. Molczan, Esquire

PA I.D. #47437

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

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WWR#04355004

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CIVIL DIVISION

DISCOVER BANK  
Plaintiff

vs.

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JEFFREY M SAYERS a/k/a  
JEFFREY SAYERS  
Defendant

CLEARFIELD BANK & TRUST  
Garnishee

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: Jeffrey M. Sayers a/k/a Jeffrey Sayers Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;

(2) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him/her/them that he/she/they has been added as a garnishee and is enjoined as above stated.

Amount due ..... \$ 16,609.61

Costs to be added..... \$ \_\_\_\_\_

Prothonotary costs *s* 125.-

Prothonotary

*C. Hall*

Deputy

DATED: 4-28-06

WWR#04355004

Recvd 5-1-06 @ 3:00 pm

*Chester A. Haubers Sheriff  
by Marilyn Harry*

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

DISCOVER BANK

Plaintiff

vs.

JEFFREY SAYERS

Defendant

CLEARFIELD BANK & TRUST

Garnishee

No. 05-1110-CD

**WRIT OF EXECUTION**  
**NOTICE**

This paper is a "Writ of Execution". It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken and sold by the Sheriff to satisfy your debts. SUCH PROPERTY IS SAID TO BE EXEMPT. No matter what you may owe, there is a DEBTOR'S EXEMPTION established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions which may be applicable to you. Listed below is a summary of some of the major exemptions. You may have other exemptions or other rights. If you have an exemption, you should do the following promptly:

- (1) Complete the claim form on the opposite side and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court when and where you are told to appear ready to explain your exemption. IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.

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

LAWYER REFERRAL SERVICE  
PENNSYLVANIA BAR ASSOCIATION  
P.O. BOX 186  
HARRISBURG, PA 17108  
TELEPHONE NO.: 1-800-692-7375

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

1. \$300.00 exemptions set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms & equipment.
4. Tools of your trade such as carpenter's tools.
5. Most wages & unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,

(a) I desire that my statutory \$300.00 exemption be:

(1) set aside in kind (specify property, to be set aside in kind):

---

(2) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption: (specify property and basis of exemption):

---

(2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

(a) my \$300.00 statutory exemption:  in cash  in kind  
(specify property):

---

(b) Social Security benefits on deposit in the amount of \$ \_\_\_\_\_

---

(c) Other (specify amount & basis for exemption): \_\_\_\_\_

---

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. § 4904 relating to unsworn falsification to authorities:

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

**THIS CLAIM TO BE FILED WITH:**

Office of the Sheriff of Clearfield County  
1 N. Second Street, Suite 116, Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
Telephone Number: (814) 765-2641 ext. 5986

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

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

DISCOVER BANK

Plaintiff No. 05-1110-CD

vs.

**INTERROGATORIES IN ATTACHMENT**

JEFFREY M SAYERS a/k/a  
JEFFREY SAYERS

Defendant

and

CLEARFIELD BANK & TRUST

Garnishee FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#04355004

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

DISCOVER BANK

**Plaintiff**

vs.

Civil Action No.: 05-1110-CD

JEFFREY M SAYERS a/k/a  
JEFFREY SAYERS  
Defendant

and

**CLEARFIELD BANK & TRUST  
Garnishee**

TO: Clearfield Bank & Trust  
North Second And Bridge Streets  
Clearfield, Pennsylvania 16830 Suggested Reference No.: 163-52-7193

## **IMPORTANT NOTICES TO GARNISHEE!**

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

## INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason?

2. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

3. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

4. If the answer to Interrogatory 3 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

5. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

6. If the answer to Interrogatory 5 is in the affirmative, describe the nature, fair market value, and present location of each of said properties.

7. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

8. If the answer to Interrogatory 7 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

9. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

10. If the answer to Interrogatory 9 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

11. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

12. If the answer to Interrogatory 11 is in the affirmative, describe the amount or nature, fair market value and present location of each of such payments and properties.

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

By:   
William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#04355004

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

DISCOVER BANK

Plaintiff No. 05-1110-CD

vs.

**PRAECIPE FOR WRIT OF EXECUTION  
(BANK ATTACHMENT ONLY)**

JEFFREY M SAYERS a/k/a  
JEFFREY SAYERS

Defendant

CLEARFIELD BANK & TRUST,

Garnishee,

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

WWR#04355004

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

APR 28 2006

Attest:

*John R. C. 2*  
John R. C. 2  
Clerk of Courts

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

Plaintiff

vs.

Civil Action No. 05-1110-CD

JEFFREY M SAYERS a/k/a  
JEFFREY SAYERS

Defendant

CLEARFIELD BANK & TRUST,

Garnishee

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of Clearfield County:
2. against Jeffrey M. Sayers a/k/a Jeffrey Sayers, Defendant
3. against Cleafield Bank & Trust, Garnishee
4. Judgment Amount \$ 16,127.26

Interest \$ 323.43

Costs \$ 158.92

**SUBTOTAL:** \$ 16,609.61

Costs (to be added by Prothonotary): \$ \_\_\_\_\_

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

By: William T. Molczan  
William T. Molczan, Esquire  
PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#04355004

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

DISCOVER BANK  
Plaintiff

vs.

Civil Action No. 05-1110-CD

JEFFREY M SAYERS a/k/a  
JEFFREY SAYERS  
Defendant

CLEARFIELD BANK & TRUST  
Garnishee

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: Jeffrey M. Sayers a/k/a Jeffrey Sayers Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;

(2) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him/her/them that he/she/they has been added as a garnishee and is enjoined as above stated.

Amount due ..... \$ 16,609.61

Costs to be added..... \$ \_\_\_\_\_

**Prothonotary costs 125 -**

Prothonotary

W.H.  
Deputy

DATED: 4-28-06

WWR#04355004

Rec'd 5-1-06 @ 3:40 pm  
Chester Hawk Sheriff  
by Mandy Hauer

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

DISCOVER BANK

Plaintiff

No. 05-1110-CD

vs.

JEFFREY SAYERS

Defendant

CLEARFIELD BANK & TRUST

Garnishee

**WRIT OF EXECUTION**  
**NOTICE**

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The law provides that certain property cannot be taken and sold by the Sheriff to satisfy your debts. **SUCH PROPERTY IS SAID TO BE EXEMPT**. No matter what you may owe, there is a **DEBTOR'S EXEMPTION** established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions which may be applicable to you. Listed below is a summary of some of the major exemptions. You may have other exemptions or other rights. If you have an exemption, you should do the following promptly:

- (1) Complete the claim form on the opposite side and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court when and where you are told to appear ready to explain your exemption. **IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.**

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

LAWYER REFERRAL SERVICE  
PENNSYLVANIA BAR ASSOCIATION  
P.O. BOX 186  
HARRISBURG, PA 17108  
TELEPHONE NO.: 1-800-692-7375

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

1. \$300.00 exemptions set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms & equipment.
4. Tools of your trade such as carpenter's tools.
5. Most wages & unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,

(a) I desire that my statutory \$300.00 exemption be:

(1) set aside in kind (specify property, to be set aside in kind):  
\_\_\_\_\_

(2) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption: (specify property and basis of exemption):  
\_\_\_\_\_

(2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

(a) my \$300.00 statutory exemption:  in cash  in kind  
(specify property): \_\_\_\_\_

(b) Social Security benefits on deposit in the amount of \$ \_\_\_\_\_

(c) Other (specify amount & basis for exemption): \_\_\_\_\_

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. § 4904 relating to unsworn falsification to authorities:

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

**THIS CLAIM TO BE FILED WITH:**

Office of the Sheriff of Clearfield County  
1 N. Second Street, Suite 116, Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
Telephone Number: (814) 765-2641 ext. 5986

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

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

DISCOVER BANK

Plaintiff No. 05-1110-CD

vs. **INTERROGATORIES IN ATTACHMENT**

JEFFREY M SAYERS a/k/a  
JEFFREY SAYERS

Defendant

and

## CLEARFIELD BANK & TRUST

## Garnishee

FILED ON BEHALF OF:  
Plaintiff

**COUNSEL OF RECORD OF  
THIS PARTY:**

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#04355004

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

DISCOVER BANK

**Plaintiff**

vs.

Civil Action No.: 05-1110-CD

JEFFREY M SAYERS a/k/a  
JEFFREY SAYERS  
Defendant

and

CLEARFIELD BANK & TRUST  
Garnishee

TO: Clearfield Bank & Trust  
North Second And Bridge Streets  
Clearfield, Pennsylvania 16830

Suggested Reference No.: 163-52-7193

## **IMPORTANT NOTICES TO GARNISHEE!**

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

---

## INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason?

2. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

3. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

4. If the answer to Interrogatory 3 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

5. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

6. If the answer to Interrogatory 5 is in the affirmative, describe the nature, fair market value, and present location of each of said properties.

7. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

8. If the answer to Interrogatory 7 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

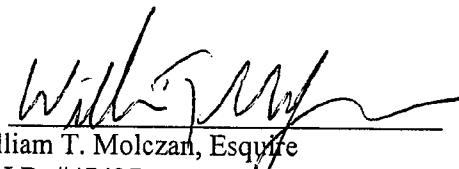
9. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

10. If the answer to Interrogatory 9 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

11. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

12. If the answer to Interrogatory 11 is in the affirmative, describe the amount or nature, fair market value and present location of each of such payments and properties.

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

By:   
William T. Molczan, Esquire

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#04355004

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA**

**FILED** *acc  
010:50/01 CB/T  
MAY 19 2006*

William A. Shaw  
Prothonotary/Clerk of Courts

DISCOVER BANK  
(Plaintiff)

CIVIL ACTION

c/o WELTMAN, WEINBERG & REIS  
(Street Address)  
2718 KOPPERS BUILDING  
436 SEVENTH AVE.  
PITTSBURGH, PA 15219  
(City, State Zip)

No.05-1110-CD

Type Case:CIVIL

Type of Pleading: Answers to  
Interrogatories

VS.

Filed on Behalf of:  
Clearfield Bank & Trust Company

\_\_\_\_\_  
(Garnishee)

JEFFREY M. SAYERS, A/K/A/  
JEFFREY SAYERS  
(Defendant)

1545 KEEWAYDIN RD  
(Street Address)  
FRENCHVILLE, PA 16836  
(City, State, Zip)

Lori A. Kurtz  
(Filed by)  
11 N. 2<sup>nd</sup> St., P.O. Box 171  
Clearfield, PA 16830  
(Address)  
814-765-7551 or 814-762-8825  
(Phone)

*Lori A. Kurtz*  
(Signature)

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

DISCOVER BANK	PLAINTIFF	:
VS.		: No.: 05-1110-CD
		:
		:
JEFFREY M. SAYERS aka		:
JEFFREY SAYERS		:
		:
	DEFENDANT(s)	:
AND		:
		:
CLEARFIELD BANK & TRUST COMPANY		:
GARNISHEE		:

To: The Prothonotary of Clearfield County

The Clearfield Bank & Trust Company, Garnishee, files answers to plaintiff's interrogatories as follows:

The answer to the Plaintiff's interrogatories to #1 is Yes.

The answer to the Plaintiff's interrogatories to #2

- a. \$443.76
- b. checking account

The answer to the Plaintiff's interrogatories to #3 is No.

The answer to the Plaintiff's interrogatories to #4 is N/A.

The answer to the Plaintiff's interrogatories to #5 is No.

The answer to the Plaintiff's interrogatories to #6 is N/A.

The answer to the Plaintiff's interrogatories to #7 is No.

The answer to the Plaintiff's interrogatories to #8 is N/A.

The answer to the Plaintiff's interrogatories to #9 is No.

The answer to Plaintiff's interrogatories to #10 is N/A

The answer to Plaintiff's interrogatories to #11 is No.

The answer to Plaintiff's interrogatories to #12 is N/A.

Date May 19, 2006



Lori A. Kurtz  
Collection Manager  
Clearfield Bank & Trust Company

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

DISCOVER BANK

Plaintiff No. 05-1110-CD

vs. PRAECIPE FOR JUDGMENT AGAINST  
GARNISHEE

JEFFREY M SAYERS  
AKA JEFFREY SAYERS

Defendant

CLEARFIELD BANK & TRUST COMPANY

Garnishee 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#04355004

*FILED Atty pd. 20.00*  
*3/10/538pm 1ccs Notice*  
*JUN 09 2006 to Garnishee*  
*William A. Shaw Statement to*  
*Prothonotary/Clerk of Courts Atty*  
*6K*

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 05-1110-CD

JEFFREY M SAYERS  
AKA JEFFREY SAYERS

Defendant

CLEARFIELD BANK & TRUST COMPANY

Garnishee

**PRAECIPE FOR JUDGMENT AGAINST GARNISHEE**

TO THE PROTHONOTARY:

Kindly enter Judgment against the Garnishee, CLEARFIELD BANK & TRUST COMPANY , in the amount of \$443.76, which is less than Defendant owes to Plaintiff and which amount Garnishee has admitted owing to the Defendant, in answers to Interrogatories.

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#04355004

I hereby certify that the address of the Plaintiff is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
And that the last known address of the Garnishee is: NORTH SECOND AND BRIDGE  
STREETS,CLEARFIELD,PA.16830

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

DISCOVER BANK

VS.

PLAINTIFF

: No.: 05-1110-CD

JEFFREY M. SAYERS aka  
JEFFREY SAYERS

AND

DEFENDANT(s)

MAY 11 2006

CLEARFIELD BANK & TRUST COMPANY  
GARNISHEE

Attest

*William E. Flanagan*  
Prothonotary/  
Clerk of Courts

To: The Prothonotary of Clearfield County

The Clearfield Bank & Trust Company, Garnishee, files answers to plaintiff's interrogatories as follows:

The answer to the Plaintiff's interrogatories to #1 is Yes.

The answer to the Plaintiff's interrogatories to #2

a. \$443.76

b. checking account

The answer to the Plaintiff's interrogatories to #3 is No.

The answer to the Plaintiff's interrogatories to #4 is N/A.

The answer to the Plaintiff's interrogatories to #5 is No.

The answer to the Plaintiff's interrogatories to #6 is N/A.

The answer to the Plaintiff's interrogatories to #7 is No.

The answer to the Plaintiff's interrogatories to #8 is N/A.

The answer to the Plaintiff's interrogatories to #9 is No.

The answer to Plaintiff's interrogatories to #10 is N/A

The answer to Plaintiff's interrogatories to #11 is No.

The answer to Plaintiff's interrogatories to #12 is N/A.

Date May 19, 2006



Lori A. Kurtz  
Collection Manager  
Clearfield Bank & Trust Company

04355004

DIS

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 05-1110-CD

JEFFREY M SAYERS  
AKA JEFFREY SAYERS

Defendant

CLEARFIELD BANK & TRUST COMPANY

Garnishee

NOTICE OF JUDGMENT OR ORDER

TO:  Plaintiff  
 Defendant  
 Garnishee

You are hereby notified that the  
following Order or Judgment was  
entered against you on 6/19/05

Assumpsit Judgment in the amount  
of \$443.76 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.

Entry of Judgment of  
 Court Order  
 Non-Pros  
 Confession  
 Default  
 Verdict  
 Arbitration  
Award

Prothonotary

By: Willie L. Thompson  
PROTHONOTARY (OR DEPUTY)

Clearfield Bank & Trust  
North Second And Bridge Streets,  
Clearfield, Pa. 16830

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

Discover Bank  
Plaintiff(s)

No.: 2005-01110-CD

Real Debt: \$443.76

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jeffrey M. Sayers  
Defendant(s)

Entry: \$20.00

Instrument: Judgment against Garnishee  
Clearfield Bank & Trust Company ONLY

Clearfield Bank & Trust Co.

Date of Entry: June 9, 2006

Expires: June 9, 2011

Certified from the record this 9th day of June, 2006.



William A. Shaw, Prothonotary

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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 No. : 05-1110-CD

vs.

PRAECIPE TO SETTLE, DISCONTINUE  
& END AS TO THE GARNISHEE  
CLEARFIELD BANK & TRUST ONLY

JEFFREY M SAYERS  
AKA JEFFREY SAYERS

Defendant

CLEARFIELD BANK & TRUST

Garnishee FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt  
PA I.D #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#04355004

FILED *CC A/H*  
M/2/15 LM *Warmbrodt*  
FEB 20 2007 *WS*

William A. Shaw  
Prothonotary/Clerk of Courts

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. : 05-1110-CD

JEFFREY M SAYERS  
AKA JEFFREY SAYERS

Defendant

CLEARFIELD BANK & TRUST

Garnishee

**PRAECIPE TO SETTLE DISCONTINUE AND END  
AS TO THE GARNISHEE , CLEARFIELD BANK & TRUST, ONLY**

**TO THE PROTHONOTARY OF COUNTY:**

Please kindly Settle Discontinue and End the above captioned matter as to Garnishee, CLEARFIELD BANK & TRUST, only, upon the records of the Court and mark the cost paid.

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

By: \_\_\_\_\_

James C. Warmbrodt

PA I.D #42524

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

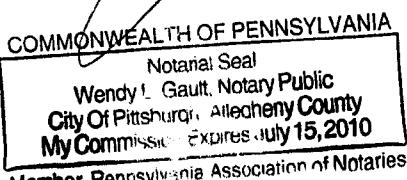
2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#04355004



Sworn to and subscribed  
Before me the 7th  
Day of FEBRUARY, 2007

NOTARY PUBLIC