

05-1449-CD

Discover Bank vs Andrew Batcho et al

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2005-1449-CD

Discover Bank vs Andrew G. Batcho et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DISCOVER BANK

Plaintiff

vs.

ANDREW G BATCHO
AKA ANDREW BATCHO
LINDA BATCHO
AKA ANDREW BATCHO

Defendants

COMPLAINT IN CIVIL ACTION

No: 05-1449-D

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
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Pittsburgh, PA 15219
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04468872 C A Pitt KMJ

FILED

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William A. Shaw
Prothonotary

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No

ANDREW G BATCHO
LINDA BATCHO

05-1449

Defendants

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

05-1449

COMPLAINT

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

2. Defendants are adult individual(s) residing at the address listed
below:

ANDREW G BATCHO
45 ROCKY BEND RD
CLEARFIELD, PA 16830

LINDA BATCHO
45 ROCKY BEND RD
CLEARFIELD, PA 16830

3. Defendants applied for and received a credit card issued by
Plaintiff bearing the account number 6011002094513207 . A copy of
Plaintiff's Statement of Account s attached hereto, marked as Exhibit
"A" and made a part hereof.

4. Defendants made use of said credit card and currently has a
balance due and owing to Plaintiff, as of September 11, 2005 , in the
amount of \$12602.61 .

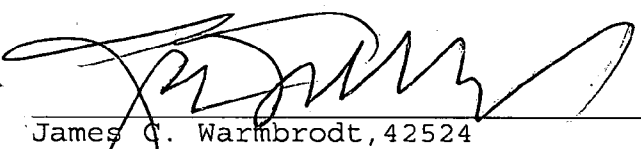
5. Defendants are in default by failing to make payments when due.

6. Plaintiff avers that the Agreement between the parties provides
that Defendants 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, Defendants have willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for Judgment in its favor and against Defendants , ANDREW G BATCHO AND LINDA BATCHO , jointly and severally , in the amount of \$12602.61 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.
436 Seventh Avenue, Suite 2718
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FAX: 412-338-7130
04468872 C A Pit KMJ

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

payment due date
September 2, 2005

\$

03 SDSN6A01 0009060
ANDREW BATCHO
LINDA BATCHO
45 ROCKY BEND RD
CLEARFIELD PA 16830-1002

SAVE TODAY! Call 1-866-894-5727 to
transfer your higher-rate balances to your
Discover® Card or visit Discovercard.com.

4468872

PO BOX 15251 
WILMINGTON DE 19886-5251

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



000006011002094513207126026100000000194300

Discover Platinum Card Account Summary

Closing Date: August 3, 2005

page 1 of 2

account number 6011 0020 9451 3207
payment due date September 2, 2005
minimum payment due \$1,943.00
credit limit \$11,000
credit available \$0
cash credit limit \$2,800.00
cash credit available \$0.00

previous balance	\$12,602.61
payments and credits	- 0.00
purchases	+ 0.00
cash advances	+ 0.00
balance transfers	+ 0.00
FINANCE CHARGES	+ 0.00
new balance	= \$12,602.61

Cashback Bonus®

Cashback Bonus® Anniversary Date: December 3

Previous Cashback Bonus Award Balance	\$ 47.00
Purchase Award This Period	+ 0.00
Cashback Bonus Award Total	47.00
Redemptions This Period	- 0.00

Cashback Bonus Award Balance	47.00
Award Available to Redeem	\$ 0.00

EXHIBIT

A

	Average Daily Balances	Daily Periodic Rates	Nominal ANNUAL PERCENTAGE RATES	ANNUAL PERCENTAGE RATES	Periodic FINANCE CHARGES	Transaction Fee FINANCE CHARGES
current billing period: 31 days						
Purchases	\$0	0.06915%	25.24% V	25.24%	\$0	none
Cash Advances	\$0	0.06915%	25.24% V	25.24%	\$0	\$0

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

Terms 15

DISCOVER
PLATINUM

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 materials provided to you. In the event of any differences, 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.

CARDMEMBER AGREEMENT

Agreement Terms	1
Acceptance of Agreement	2
Use of Your Account	2
Authorized User	3
Unauthorized Use	3
Credit Limit-Available Credit	3
Promote to Pay	3
Monthly Billing Statement	4
Monthly Payment Option	4
Minimum Monthly Payment	4
Credit Balance	4
Balance Transfer	5
Finance Charge	5
Periodic Finance Charge	5
Default Rate Plan	7
Cash Advance Transaction Fee Finance Charge	8
Balance Transfer Transaction Fee Finance Charge	8
Minimum Finance Charge	8
Returned Check Fee	8
Stop Payment Fee	8
Late Fee	9
Pay-by-Phone Fee	9
Research Fee	9
Overlimit Fee	9
Default-Acceleration Collection Costs	9
Cancellation	9
Privacy	9
Electronic Communication	10
Credit Authorization	10
Change of Term	10
Change of Address	11
Assignment of Account	11
Arbitration of Disputes	11
Compliance with Internet Rate Limitations	12
Governing Law	12
AGREEMENT TERMS. The word "Account" means your Discover Platinum Card Account. The word "Card" means any one or more Discover Platinum Cards issued to you or someone else with your authorization. The words "you", "your", or "yours" refer to, in addition to you, the Cardmember, any other person or person who are also contractually liable under this Agreement. The words "we", "us" and "our" refer to Discover Bank, the issuer of your Discover Platinum Card. The words "Authorized User" mean any person whom you authorize to use your	

Account or a Card, whether you notify us or not. The 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 the Arbitration of Disputes section by providing us a notice of rejection within 30 days after receiving a Card at the following address: Discover Card, P.O. Box 30518, Salt Lake City, UT 84130-0518. If you were previously subject to arbitration with respect to any Account, this right to reject arbitration will not apply to you in the event that the Account has been reopened or replacement Card 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 protect your notice, we require that the notice be provided by you directly and not through a third party. Rejection of arbitration will not affect your other rights or responsibilities under this Agreement, or your obligation to arbitrate disputes under any other account as to which you and we have agreed to arbitrate disputes. If you do not send a rejection notice, you will be obligated by the Arbitration of Disputes section with respect to this and any prior account you have had with us, even if you have previously sent a rejection notice with respect to that prior account.

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

- **Purchases** - to purchase or lease goods or services from participating merchants by presenting your Card or Account number.
- **Cash Advances** - to obtain cash advances from participating automated teller machines, financial institutions or other locations, or by means of checks which we may furnish to you, all in accordance with such additional terms and conditions as may be imposed from time to time.
- **Balance Transfers** - to transfer balances from other creditors or to make other transactions by means of balance transfer coupon 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 loans to purchase, carry or trade in securities, or to pay any amount you owe under this Agreement ("Prohibited Transactions"). Prior to its use, each Card must be signed by the person to whom it is issued. We are not responsible for the refusal of anyone to accept or honor a Card or to accept checks that we have provided you. You must return any Card or unused checks to us upon request.

If a merchant fails to provide your purchase to your satisfaction and 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 certified 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 16-17 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 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 on 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 15156, Wilmington, DE 19885-1002. You agree to assist us in determining the facts relating to any theft or possible unauthorized use of your Account or a Card and to comply with such procedures as we may require in connection with our investigation. If 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 UNAVAILABLE 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 Charge 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 you use may, from time to time, be less than your Account credit limit. For purposes of determining your available credit, we reserve the right to postpone for up to 15 business days reducing your unpaid balances by the amount of any payment that we receive. Your available credit will not be increased by the amount of any credit balance.

PROMISE TO PAY. You agree to pay us in U.S. Dollars for all purchases, cash advances and balance transfers including applicable Finance Charge 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 ending on the date of conversion. If you pay us in other than U.S. Dollars, we may refuse to accept the payment or charge your Account our cost to convert your payment to U.S. Dollars. All checks must be drawn on funds on deposit in the U.S. You may not use a cash advance check, balance

transfer check or coupon, or any other promissory 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 on checks and money orders marked "payment in full" or with any other restrictive endorsement without losing any of our rights under this Agreement.

MONTHLY BILLING STATEMENT. Unless we waive our right to do so, we will send you a billing statement after each monthly billing period in which you have a debit or credit balance. 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 OPTION. You may at any time pay the entire New Balance shown on your billing statement, but each month you must pay at least the Minimum Payment Due. All payments must be made in accordance with the terms, including the payment cutoff time, stated on your monthly billing statement, and we will credit your Account in accordance with those terms. In addition, we reserve the right to change those terms without prior notice. We will apply payments and credits to the New Balance shown on your current billing statement in order of the Annual Percentage Rate applicable to the balance of each transaction category (as referenced in the Periodic Finance Charges section), from lowest to highest beginning with the balance subject to the lowest Annual Percentage Rate. We then apply payments and credits to any new transactions using the same method. However, we have the right to apply payments and credits to balances with higher Annual Percentage Rates prior to balances with lower Annual Percentage Rates, such as when there are two initial special rates applicable to your Account and the lower Annual Percentage Rate will expire before the higher Annual Percentage Rate.

MINIMUM MONTHLY PAYMENT. The Minimum Payment Due each month will be the sum of any amount past due and the minimum monthly payment. The minimum monthly payment each month will be the greater of \$10 or 1% of the New Balance, rounded to the next higher whole dollar amount. If any ANNUAL PERCENTAGE RATE applicable to your Account is greater than 22.99%, your minimum monthly payment will be the greater of \$10 or 1% 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 first 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.

-4-

CREDIT BALANCES. We will refund any credit balance within seven business days from receipt of your written request. If you do not request a refund, we will automatically refund credit balances greater than \$1.00 which remain in your Account after 6 months.

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

FINANCE CHARGES. You can avoid payment of periodic finance charges on new purchases if you pay the New Balance shown on the billing statement on which the purchase first appears by the Payment Due Date, and the Payments and Credits on that statement equal or exceed your previous balance. We call this the "grace period." You do not have a grace period on balance transfers or cash advances. Periodic finance charges are imposed on new balance transfers and cash advances beginning with the date the transaction occurs.

PERIODIC FINANCE CHARGES. Periodic finance charges are imposed on all transactions until the date of repayment. Repayment means payment of your entire New Balance. However, if you pay the New Balance shown on the current billing statement by the Payment Due Date, and the Payments and Credits shown on this statement equal or exceed the Previous Balance, we will not impose periodic finance charges on new purchases that do not first appear 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-cycle average daily balance (including new transactions) method of calculating the balance upon which we impose periodic finance charges. This means if you did not pay the New Balance shown on the billing statement you received during the previous billing period by the Payment Due Date, we will impose periodic finance charges on new purchases that first appeared on that billing statement, as well as new purchases that first appeared on the current billing statement, unless

-5-

we already imposed periodic finance charges on the purchases on your previous billing statement. We compute the average daily balance for each transaction category by adding up all the daily balances in a billing period for a transaction category and dividing the total by the number of days in the billing cycle. We compute the daily balance for each transaction category on each day by first adding the following to the previous day's daily balance: transactions made that day, fees charged that day and periodic finance charges accrued on the previous day's daily balance; and by then subtracting any credits and payments that are applied against the balance of the transaction category on that day. In calculating the daily balance for the previous billing period, we consider the "previous day's daily balance" to have been zero on the first day of the billing period.

Special rate balance transfers and Balance Transfer Transaction Fee finance charges are included in the daily balance of the balance transfer transaction category. Balance transfers that were subject to an initial special rate that has been terminated due to a late payment or because your outstanding Account balance exceeded your Account credit limit are also included in this category until the initial special rate otherwise would have expired. In calculating the daily balance of the balance transfer transaction category on the first day of the billing period, we subtract the unpaid balance of those Balance Transfer Transaction Fee finance charges and balance transfers that 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 charges which are added to the cash advance transaction category and Balance Transfer Transaction Fee finance charges which are added to the balance transfer transaction category. If a transaction is posted to your Account after the date 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 high-end rate of interest listed as the "prime rate" in the money rates section of The Wall Street Journal on the last business day of the month. The Prime Rate is merely a pricing index and does not represent the lowest or best interest rate available to a borrower at any bank at any given time. Your Annual Percentage Rate will increase or decrease when the Prime Rate changes. This change will be effective beginning on the first day of the billing period that begins during the same month as the change in the Prime Rate.

(2) Annual Percentage Rate for Purchases

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

-6-

Percentage Rate for purchases will apply. 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.

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

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

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

If we did not receive a required payment by the Payment Due Date on the billing period in which we review your Account, then any initial special rate on balance transfers and any introductory or promotional rate on purchases that currently applies to your Account, and any such rate that we have previously offered to you will terminate and the standard Annual Percentage Rate for purchases will apply to your balance of balance transfers and purchases as well as any introductory or promotional rate on purchases and any initial special rate on balance transfers that we have previously offered to you. In addition, if the standard Annual Percentage Rate for purchases is less than 19.99% and during the immediately preceding eleven billing periods we did not receive a required payment by the Payment Due Date, then the standard ANNUAL PERCENTAGE RATE for purchases will be increased to 19.99%. The Daily Periodic Rate of .054773% (or 19.99% Annual Percentage Rate) for cash advances will also be increased to 19.99% (a Daily Periodic Rate of .024773%) if it is currently less than 19.99%.

If your outstanding balance exceeds your Account credit limit as of the day we review your Account and your outstanding balance exceeded your Account credit limit as of the last day of any billing period in the immediately preceding eleven billing periods, then any initial special rate on balance transfers and any introductory or promotional rate on purchases that currently applies to your Account, and any such rate that we have previously offered to you will terminate and the standard Annual Percentage Rate for purchases will apply to the balance of your balance transfers and purchases as well as any introductory or promotional rate on purchases and any initial special rate on balance transfers that we have previously offered to you. If the standard Annual Percentage Rate for purchases is less than 19.99%, then the standard ANNUAL PERCENTAGE RATE for purchases will be increased to 19.99% (a Daily Periodic Rate of .054773%) and the standard ANNUAL PERCENTAGE

Daily Periodic Rate of .054773%) if it is currently less than 19.99%.

If your standard ANNUAL PERCENTAGE RATE for purchases is less than 24.99% and during the current and immediately preceding eleven billing periods you either failed three times to make a required payment when due or exceeded your Account credit limit three times as of the last day of a billing period, then the standard ANNUAL PERCENTAGE RATE for purchases and for cash advances will be increased to 24.99% (a Daily Periodic Rate of .068473%).

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 this 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 the 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 this Periodic Finance Charge Section for the balance transfer transaction category.

MINIMUM FINANCE CHARGE. We will charge you a minimum FINANCE CHARGE of \$1.50 for any billing period in which some FINANCE CHARGE of less than \$1.50 would otherwise be imposed.

RETURNED CHECK FEE. We will charge you a Returned Check Fee of \$29 each time you pay us with a check that is returned unpaid. This fee will also apply if a debit transaction to a deposit account from which you have authorized us in writing, electronically or orally to periodically deduct all or a part of an amount you owe us under this Agreement is returned unpaid. We will charge you this fee the first time any payment is returned unpaid, even if it is paid upon resubmission.

RETURNED DISCOVER PLATINUM CARD CHECK FEE. We will charge you a Returned Discover Platinum Card Check Fee of \$29 each time we decline to honor a Discover Platinum Card cash advance check, balance transfer check or other promotional check.

- 8 -

LATE FEE. We will charge you a Late Fee if you have failed, as of the Payment Due Date, to make the Minimum Payment Due that was required to be paid by that date. The amount of the Late Fee is based on the sum of all outstanding purchases, cash advances, balance transfers, other charges, other fees and Finance Charges at the end of the billing period. If the sum is less than \$100, the Late Fee is \$15. If the sum is equal to or greater than \$100, and less than \$1,000, the Late Fee is \$25. If the sum is equal to or greater than \$1,000, the Late Fee is \$35.

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

OVERLAP FEE. We will charge you an Overlap 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 Overlap 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 Overlap Fee is \$15. If the sum is greater than \$1,000, the Overlap Fee is \$35.

DEFAULT/ACCELERATION-COLLECTION COSTS. You are in default if you become involved in a bankruptcy petition or have one filed against you. If we have a reasonable belief that you are unable or unwilling to repay your obligation to us, if you are declared incompetent by a court or if a court appoints a guardian for you or a conservator for your assets, if you die, 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 taking 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 employ an attorney to represent us with regard to recovery of money that you owe us, we may charge you reasonable attorney's fees and court or other collection costs as permitted by law and as actually incurred by us. We may delay enforcing or not enforce any of our rights under this Agreement without losing or waiving any of them.

CANCELLATION. You may cancel your Account by notifying us in writing or by telephone and returning or destroying every Card and unused check that we have provided you. Of course, you will still be responsible to pay any amount you owe us according to the terms of this Agreement. If your Account is a Joint Account, 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 renew your Account beyond the expiration date shown on the face of a Card without notice.

PRIVACY. We respect the privacy of information about you and your Account. Our Privacy Policy includes a summary of the personal

- 9 -

Information we collect, when it may be shared with others, how we safeguard the confidentiality and security of information and the steps you may take to limit our sharing of such information with others. Please read it carefully as it is part of your Cardmember Agreement. As indicated in our Privacy Policy, we may report to credit reporting agencies and other creditors the status and payment history of your Account, including negative credit information. We normally report to such credit reporting agencies each month. If you believe that our report of your Account status is inaccurate or incomplete, please write us at the following address: Discover Card, PO Box 15316, Wilmington DE 19850-5316. Please include your name, address, home telephone number and Account number.

We may from time to time review your credit, employment and income records. Our personnel may listen to or record telephone calls between you and our representatives in order to evaluate the quality of our service to our Cardmembers without notice to you. We may use any medium, including but not limited to mail, live telephone calls, automated telephone equipment, 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 15354, Wilmington, DE 19850. We provide various methods by which you can obtain information about your Account. We will only release such information to you, any Authorized User, that our records indicate is an authorized buyer on your Account, and any other person with your prior permission. In addition to as provided in our Privacy Policy or as required by law, our security measures cannot insure against unauthorized inquiries. You agree that you will not be responsible for the release of information to anyone who, even if without your authorization or permission, has gained possession of a Card or has learned other identifying characteristics about you such as your personal identification number, Account number or social security number.

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

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

CHARGE OFFERS. 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 assessed, or add any new term or part to this Agreement by sending you a written or electronically delivered notice at least 15 days before the change is to become effective. We may apply any such change to the outstanding balance of your Account on the effective date of the change and to new charges made after that date. If you do not agree to the change, you must notify us in writing or electronically within 15 days after the mailing of the notice of change at the address provided in the notice of change. In which case your Account will be closed and you must pay us the balance that you owe us under the existing terms of the unchanged Agreement. Otherwise, you will have agreed to the change. In the notice, we will state the effective date of the change and 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 notice to you. You may not sell, assign or transfer your Account without first obtaining our prior written consent.

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

IF EITHER YOU OR WE ELECT ARBITRATION, NEITHER YOU NOR WE SHALL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL. ON THAT CLAIM, PRE-HEARING DISCOVERY RIGHTS AND POST-HEARING APPEAL RIGHTS WILL BE LIMITED. NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CARDMEMBERS WITH RESPECT TO OTHER ACCOUNTS, OR 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 involve our right to arbitrate an individual claim you bring in small claims court or your state's equivalent court, if any, so long as the claim is pending only in that court and does not exceed \$5,000.

Your Account involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act (FAA). The arbitration shall be conducted, at the option of whoever files the arbitration claim, by either JAMS or the National Arbitration Forum (NAF) in accordance with their procedures in effect when the claim is filed. For a copy of their procedures, to file a claim or for other information, contact JAMS at 1910 Main Street, Suite 300, Irvine, CA 92614 (phone 1-800-352-5263) or NAF at P.O. Box 50191, Minneapolis, MN 55405 (phone 1-800-474-2311). 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 15192, Wilmington, DE 19885-1070. 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 rules of limitations and shall honor claims of privilege recognized by 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 reasons for the award. The arbitrator's decision will be final and binding except for any appeal rights under the FAA and except that if the amount in controversy exceeds \$100,000, any party may appeal the award within 30 days to a three-arbitrator panel which shall review the award de novo. Unless applicable law provides otherwise, the appealing party will pay the cost 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 arbitrators 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 corporations, 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 have to the benefit of and be binding upon all persons contractually liable under this Agreement and all Authorized Users of the Account. This arbitration provision shall survive termination of your Account as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you and any sale by us of your Account.

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

GOVERNING LAW. This Agreement will be governed by the laws of the State of Delaware and applicable federal laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable, except that if the Class Action Waiver set forth above in the Arbitration Disputes 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. Hall
Vice President

PRIVACY POLICY

We Respect Your Privacy

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

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

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

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

1. What Personal Information Do We Collect?

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

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

2. Is Personal Information Shared With Others?

We limit the sharing of information with others. Many of the offers you receive for products and services are provided directly to you from us. For example, a retailer that accepts the Discover® Card may come to us with a special offer for Cardmembers, such as a discount certificate or product upgrade. After careful consideration of the nature of the offer and the company, we will create a list of Cardmembers who may be interested in the offer based on certain characteristics. We will send the offer directly to those Cardmembers on behalf of the retailer. 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.

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

a. Sharing Personal Information with Our Corporate Family

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

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

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

c. Sharing Personal Information with Others

We may share the information we collect about you, as described in Section 1, with companies that perform support or marketing services on our behalf, such as mailing, market research and data processing, other financial institutions with which we have joint marketing agreements, or companies that are our partners for co-brand 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 30931, 3rd Lake City, UT 84130-0931 so that we can update this information.

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

We respect your privacy and offer you choices as to whether we may share information about you with others. If you prefer that we not share

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

To indicate your preferences, call us at 1-800-252-5302 or write to us at Discover Card, P.O. Box 30931, Salt Lake City, UT 84130-0931. 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 use already in production prior to the processing of your request.

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

This Privacy Policy is provided to you by Discover Bank and its subsidiaries, which currently include GTC Insurance Agency, Inc. It applies to the 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 disclosed in the notice.

Nonresident 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.

Your Billing Rights

KEEP THIS NOTICE FOR FUTURE USE

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

1. Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address listed on your bill for Notice of Billing Error. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- your name and Account number;
- your dollar amount of the suspected error;
- describe the error and explain, if you can, why you believe there is an error; if you need more information, describe the item you are not sure about.

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

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

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your Account credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

3. Special Rule For Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you tried in good faith to correct the

problem with the merchant, you may have the right not to pay the remaining amount due on the goods or services. There are two limitations on this right:

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

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

DISCOVER® CARD CASHBACK BONUS® 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 or Dispute section of the Cardmember Agreement, which is incorporated herein.

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

2. Purchase Cashback Bonus amounts are calculated based on purchases made during an annual period (corresponding to the Cardmember's anniversary year as described in paragraph 3 below). The first anniversary year begins on the date the Card is issued and ends on the last day of the twelfth monthly billing period which follows. Each successive anniversary year is the approximate one-year period completed 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% (.0050). If the purchases are part of the second \$1,500 in purchases during the anniversary year, and
- 25% (.0025). If the purchases are part of the purchases in excess of \$3,000 during the anniversary year.

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 .25% (.0025) 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 \$3,000 in warehouse or

discount store purchases. Please call 1-800-347-7896 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 accrue in the Cashback Bonus Account in accordance with these Terms and Conditions, unless an alternative method of disbursement is disclosed in the offer. In addition, if, as of the date Discover Card determines whether a Cardmember has met the terms of the offer, the Cardmember's Account is closed or delinquent, the Cardmember will not receive this other Cashback Bonus award unless otherwise disclosed in the offer, nor will the Cardmember receive a 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 condition contained in paragraph 5 below are met.

5. All Cashback Bonus awards will be held in the Cashback Bonus Account. The Cashback Bonus amount available for disbursement is the amount in the Cashback Bonus Account, as of the last day of the Cardmember's previous billing period. However, Cashback Bonus awards may be redeemed in increments of \$10 only. Cardmembers have no right to accrued Cashback Bonus amounts of less than \$20 or amounts within the \$20 increments.

Only Cardmembers in good standing with open Accounts may access the accrued Cashback Bonus award. In the Cashback Bonus Account, for purposes 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 Transaction. The Cardmember is delinquent if Discover Card has not received a required payment by the Payment Due Date shown on the monthly billing statement.

If an Account is inactive for 36 consecutive months, any amount of \$20 or more in accrued Cashback Bonus awards will be paid to the Cardmember as an Account credit in \$20 increments. If the \$20 minimum or an increment of \$20 interest is not reached, that amount will be forfeited. If an Account is closed for any reason, any Cashback Bonus awards in the Cashback Bonus Account will be forfeited.

6. A qualifying Cardmember may have the opportunity to choose the manner in which Cashback Bonus awards are disbursed including a credit to the Cardmember's Account, an electronic deposit into an account designated by the Cardmember, a check that is mailed to the Cardmember, a charitable donation to a selected charity, or an exchange of the Cashback Bonus award for selected products or services, the terms of which will be contained in the offer. Cardmembers may select more than one redemption method, however each redemption and each

redemption method must be in \$20 increments. Discover Card may change the redemption method in its sole discretion from time to time. It is the Cardmember's responsibility to notify Discover Card in the event a Cashback Bonus disbursement is not received for any reason.

Cardmembers may redeem Cashback Bonus awards by calling 1-877-YOUR-AMCARD (1-877-968-7292) 24 hours a day/7 days a week or on the Internet at Discovercard.com. Prior to redemption, the transaction on which Cashback Bonus awards are calculated may be audited for compliance with these Terms and Conditions.

7. In the event a Card is lost or stolen, the accrued amount of the Cashback Bonus award 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 return 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 25% (.0025). Discover Card also reserves the right to truncate or round Cashback Bonus amounts to the nearest cent as determined in its sole discretion. If the Cardmember receives a Cashback Bonus award in excess of the amount in the Cashback Bonus Account, the Cardmember's Account will be debited for the entire amount of the erroneous 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 \$500,000 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 Cardmember, his or her spouse and their dependent children for any one accident. If more than one insured person dies as the result of the injury received in any one accident, the Family Aggregate Principal Sum will be prorated and paid in accordance with the claim payment and beneficiary provisions of the Policy. Once the Family Aggregate Principal Sum is paid for any one insured person in a family that occurs as the result of any one accident, no further benefits are payable for further deaths in that family due to injuries received in the same accident.

Maximum Accidental Death benefits payable under the Policy. If more than one Cardmember suffers a loss from the same accident, are limited to an aggregate of \$500,000 for all Cardmembers combined. Any reduction of benefits necessary to comply with this limitation will be made on a pro-rata basis to each Cardmember up to the aggregate limit of liability. As used herein, Cardmember means Cardmember, his or her spouse and insured dependent children. This aggregate limit does not replace or in any way affect the Family Aggregate Principal Sum stated under the Policy.

"Injury" means bodily injury (b) 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 independent of sickness, disease, mental infirmity, bodily infirmity or any other cause causes a covered loss.

DISAPPEARANCE BENEFITS. We will presume you suffered loss of life due to an accident if: you are riding in a scheduled Air Carrier that it involved in a covered accident and as a result of the accident, the scheduled Air Carrier is wrecked, sunk, 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 this \$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 spouses and their unmarried dependent children under age 19 (age 23 if attending school on a full-time basis and fully dependent on you for support). However, the age limit does not apply to a child who is incapable of self-sustaining employment by reason of mental or physical incapacity.

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

THE BENEFICIARY. Unless you designate otherwise with a beneficiary

designation form, your death benefit will be paid, in equal shares, to the first surviving class of those that follow: (1) your spouse; (2) your children; (3) your parents; or (4) your brothers and sisters. If no class has a surviving beneficiary in your estate, you may change your beneficiary by writing to the Insurance Company at Accident & Health Division, 500 West Madison Street, Suite 2350, Chicago, IL 60601.

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

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

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

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

EXCLUSIONS. Benefits are not payable if the loss is caused by or results from: 1) self-inflicted injury or suicide; 2) sickness, disease, or mental incapacity or bodily infirmity whether directly or indirectly; 3) infection of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, plasmid poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes; 4) committing or attempting to commit a felony; 5) war or act of war, declared or undeclared; or (6) vessel or flight in or on any vehicle used for aerial navigation, or 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 ticket was fully charged.

Benefits are not payable for losses due to injury sustained while on a trip for which the ticket was purchased with a frequent flyer voucher.

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

Please read this Description of Coverage. Keep it in a safe place with your other insurance documents. This Description of Coverage (Form Number 5326500Q) 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 15761, 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 collectible insurance or any other form of reimbursement payable by those responsible for the loss) on a secondary basis. Covered Damages are those amounts, up to \$25,000 per incident, on claims for Collision Damage to the Rental Automobile for which you or any authorized driver is legally responsible to the Rental Agency. In no event will we be liable beyond the amount 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 10 (whichever is greater), shall be deducted.

DEFINITIONS:

• **Actual Cash Value** means the cost to repair or replace the Rental Automobile at the time of Collision Damage, less depreciation.

• **Collision Damage** means the direct and accidental damage to a Rental Automobile caused by upset or collision with another object.

• **Eligible Card** means the Discover Platinum credit card.

• **Loss of Use** means the charge imposed by the Rental Agency for which you are liable, due to Collision Damage to the Rental Automobile, for the period of time the vehicle is being repaired.

• **Rental Agency** means a commercial automobile rental company licensed under the laws of the applicable jurisdiction.

• **Rented Automobile** means a four-wheeled private passenger-type motor vehicle or a motor vehicle manufactured 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 Rental Automobile, at least one day of rental must be charged to Your Eligible Card; and
- Decline the collision damage waiver offered by the Rental Agency; and

• 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 precluded by law or in violation of the territory 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:

• Utility, recreational vehicles, campers, pickup trucks, minibuses, full-size vans mounted on truck chassis, vehicles manufactured to seat more than eight occupants, vehicles manufactured to carry, haul or transport any type of cargo or property, off-road vehicles, trailers, motorbikes, motorcycles and motor scooters, antique 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, high-performance or collector-type vehicles), special interest or exotic cars (including Aston Martin, Bentley, Buick, Daimler, Delorean, Excelsior, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, 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.
- Losses resulting from any dishonest, fraudulent or criminal act.
- Loss resulting from forgery.
- Loss that occurs while You are in violation of the Rental Agreement.
- Loss due to driving while intoxicated (as defined by the laws of the jurisdiction where the loss occurred), or under the influence of any narcotic unless prescribed by a physician, reckless driving, or due to conduct and/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 confiscation by authorities.
- Loss due to nuclear reaction or radioactive contamination.

- 23 -

• Loss as a result of hail, lightning, flood, earthquake, windstorm, water, or other weather-related cause.

• 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.

• Loss due to wear and tear, gradual degradation, freezing, mechanical or electrical breakdown or failure.

• Blows and fire 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 rental 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).

• Leases or subleases.

• 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 Rental Automobile before or after the loss occurs including, but not limited to, mysterious disappearance of the rental car keys, leaving the rental 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 unlicensed for road use.

• Expenses reimbursed by your insurer, employer, or employer's insurer.

• Loss resulting from use of the Rental Automobile in tests, races, or contests.

• Loss resulting from use of the Rental Automobile to carry passengers 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 Insurance Solutions, P.O. Box 220, 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.
- Report within 24 hours any damage or loss to the appropriate official representative, including the police and Rental Agency.
- Complete and sign the claim form and attach all appropriate documentation, including a copy of:

- 24 -

• The account statement showing the Rental Agency transaction; and

• 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 notarized statement from You to that effect; and

• Any other documentation We may request.

• Be sure to submit all above required 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 writings, 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 all of her rights to recovery 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.

FOR NEW YORK RESIDENTS:

The amounts of insurance set forth in this section are the maximum allowed by New York law. Actual amounts 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 those responsible for the loss) except when the Rental 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.

CDW (200)

- 25 -

Insurance Disclosures:

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 conditions 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 DOCs, 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 coverages 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 takes effect without interruption and is provided by the same insurer. Insurance benefits will still apply to car rentals 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 judgment 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 herein, or in the case of any fraud or false swearing by the insured relating thereto, the 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 Cardmember's expense, it must be remitted to the administrator at the result in denial of the claim. Failure to remit requested salvage may result in denial of the 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 (2/00)

VERIFICATION

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

Robert Adkins
(Signature)

FILED

SEP 18 2008

WESTERN A. MALLIN
VISTORNO

04468872

MEMORANDUM

The enclosed does hereby verify subject to the provisions of 18 P.A.C. 2-2404 relating

_____ of _____
(Name) (Company)
Acting Manager of Delaware Financial Services, Inc., state herein, that
_____ to unknown telecommunications authorities, that he is _____
_____ Robert Adams
(Name)

he is duly authorized to make this statement, and that the facts set forth in the foregoing

Complaint is true and correct to the best of our knowledge, information and belief.

(SECRET)

FILED

SEP 19 2005

William A. Shaw
Prothonotary

41-15611319

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **100903**

DISCOVER BANK

Case # **05-1449-CD**

vs.

ANDREW G. BATCHO aka ANDREW BATCHO
LINDA BATCHO aka ANDREW BATCHO

SHERIFF RETURNS

NOW October 20, 2005 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO
ANDREW G. BATCHO AKA ANDREW BATCHO, DEFENDANT. ATTY SAID TO HOLD

SERVED BY: /

FILED

OCT 21 2005

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket.# **100903**

DISCOVER BANK

Case #

vs.

**ANDREW G. BATCHO aka ANDREW BATCHO
LINDA BATCHO aka ANDREW BATCHO**

SHERIFF RETURNS

NOW October 20, 2005 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO LINDA BATCHO AKA ANDREW BATCHO, DEFENDANT. ATTORNEY SAID TO HOLD

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100903
NO: 05-1449-CD
SERVICES 2
COMPLAINT

PLAINTIFF: DISCOVER BANK

vs.

DEFENDANT: ANDREW G. BATCHO aka ANDREW BATCHO
LINDA BATCHO aka ANDREW BATCHO

SHERIFF RETURN

RETURN COSTS

Description

Paid By
NO COSTS

CHECK #

AMOUNT

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

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

DISCOVER BANK

Plaintiff

vs.

ANDREW G BATCHO
AKA ANDREW BATCHO
LINDA BATCHO
AKA ANDREW BATCHO

Defendants

No: 05-1449-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
04468872 C A Pit KMJ

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

SEP 19 2005

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

ANDREW G BATCHO
LINDA BATCHO

Defendants

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
(314) 765-2641, ext. 1300-1301

COMPLAINT

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

2. Defendants are adult individual(s) residing at the address listed
below:

ANDREW G BATCHO
45 ROCKY BEND RD
CLEARFIELD, PA 16830

LINDA BATCHO
45 ROCKY BEND RD
CLEARFIELD, PA 16830

3. Defendants applied for and received a credit card issued by
Plaintiff bearing the account number 6011002094513207 . A copy of
Plaintiff's Statement of Account s attached hereto, marked as Exhibit
"A" and made a part hereof.

4. Defendants made use of said credit card and currently has a
balance due and owing to Plaintiff, as of September 11, 2005 , in the
amount of \$12602.61 .

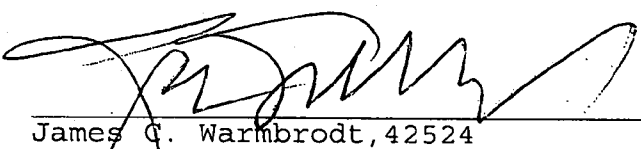
5. Defendants are in default by failing to make payments when due.

6. Plaintiff avers that the Agreement between the parties provides
that Defendants 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, Defendants have willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for Judgment in its favor and against Defendants , ANDREW G BATCHO AND LINDA BATCHO , jointly and severally , in the amount of \$12602.61 with interest at the legal rate of 6.000% per annum from date of judgment plus attorneys' fees of \$1500.00 , and costs.



James G. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
04468872 C A Pit KMJ

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

payment due date
September 2, 2005

\$

03 SDSN6A01-0009060
ANDREW BATCHO
LINDA BATCHO
45 ROCKY BEND RD
CLEARFIELD PA 16830-1002

SAVE TODAY! Call 1-866-894-5727 to
transfer your higher-rate balances to your
Discover® Card or visit Discovercard.com.

4468872

PO BOX 15251
WILMINGTON DE 19886-5251

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

000006011002094513207126026100000000194300

Discover Platinum Card Account Summary

Closing Date: August 3, 2005

page 1 of 2

account number 6011 0020 9451 3207
payment due date September 2, 2005
minimum payment due \$1,943.00
credit limit \$11,000
credit available \$0
cash credit limit \$2,800.00
cash credit available \$0.00

previous balance	\$12,602.61
payments and credits	- 0.00
purchases	+ 0.00
cash advances	+ 0.00
balance transfers	+ 0.00
FINANCE CHARGES	+ 0.00
new balance	= \$12,602.61

Cashback Bonus®

Cashback Bonus® Anniversary Date: December 3

Previous Cashback Bonus Award Balance	\$ 47.00
Purchase Award This Period	+ 0.00
Cashback Bonus Award Total	47.00
Redemptions This Period	- 0.00

Cashback Bonus Award Balance	47.00
Award Available to Redeem	\$ 0.00

EXHIBIT

A

	Average Daily Balances	Daily Periodic Rates	Nominal ANNUAL PERCENTAGE RATES	ANNUAL PERCENTAGE RATES	Periodic FINANCE CHARGES	Transaction Fee FINANCE CHARGES
current billing period: 31 days						
Purchases	\$0	0.06915%	25.24% V	25.24%	\$0	none
Cash Advances	\$0	0.06915%	25.24% V	25.24%	\$0	\$0

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

Terms 15

DISCOVER
PLATINUM

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 materials provided to you. In the event of any differences, 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.

CARDMEMBER AGREEMENT

Agreement Terms	1
Acceptance of Agreement	2
Use of Your Account	2
Authorized User	2
Unauthorized Use	3
Credit Limit/Available Credit	3
Promote to Pay	3
Monthly Billing Statement	4
Monthly Payment Option	4
Minimum Monthly Payment	4
Credit Balances	5
Balance Transfers	5
Finance Charges	5
Periodic Finance Charge	5
Default Rate Plan	7
Cash Advance Transaction Fee Finance Charge	8
Balance Transfer Transaction Fee Finance Charge	8
Minimum Finance Charge	8
Returned Check Fee	8
Retained Discover Platinum Card Click Fee	8
Stop Payment Fee	8
Late Fee	9
Pay-by-Phone Fee	9
Research Fee	9
Overlimit Fee	9
Default Acceleration Collection Cost	9
Cancellation	9
Privacy	9
Electronic Communications	10
Credit Authorization	10
Change of Term	10
Change of Address	11
Assignment of Account	11
Arbitration of Disputes	11
Compliance with Inherent Rule Limitations	12
Governing Law	12
AGREEMENT TERMS. The word "Account" means your Discover Platinum Card Account. The word "Card" means any one or more Discover Platinum Cards issued to you or someone else with your authorization. The words "you", "your", or "yours" refer to, in addition to you, the Cardmember, any other person or person who are also contractually liable under this Agreement. The words "we", "us" and "our" refer to Discover Bank, the issuer of your Discover Platinum Card. The words "Authorized User" mean any person whom you authorize to use your	

Account or a Card, whether you notify us or not. The words "Billing Schedule" mean 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 the Arbitration of Disputes section by providing us a notice of rejection within 30 days after receiving a Card, at the following address: Discover Card, P.O. Box 30918, Salt Lake City, UT 84130-0918. If you were previously subject to arbitration with respect to any Account, this right to reject arbitration will not apply to you in the event that the Account has been reopened or replacement cards are sent to you. Your rejection notice must include your name, address, telephone number, Account number and signature and must not be sent with any other correspondence. Calling out 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 protect your notice, we require that the notice be provided by you directly and not through a third party. Rejection of arbitration will not affect your other rights or responsibilities under this Agreement or your obligation to arbitrate disputes under any other account as to which you and we have agreed to arbitrate disputes. If you do not send a rejection notice, you will be obligated by the Arbitration of Disputes section with respect to this and any prior account you have had with us, even if you have previously sent a rejection notice with respect to that prior account.

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

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

In addition, your Account may be used to guarantee reservations at participating establishments. You will be liable for guaranteed reservations that are not 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 loans to purchase, carry or trade in securities, or to pay any amount you owe under this Agreement ("Prohibited Transactions"). Prior to its use, each Card must be signed by the person to whom it is issued. We are not responsible for the refusal of anyone to accept or honor a Card or to accept checks that we have provided you. You must return any Card or unused checks to us upon request.

If a merchant fails to provide your purchase to your satisfaction and 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 16-17 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 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 (1-800-343-7683), or by writing DISCOVER PLATINUM CARD, PO Box 15155, Wilmington, DE 19886-1002. You agree to assist us in determining the facts relating to any theft or possible unauthorized use of your Account or a Card and to comply with such procedures as we may require in connection with our investigation. If 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 you may vary from time to time, be less than your Account credit limit. For purposes of determining your available credit, we reserve the right to postpone for up to 15 business days reducing your unpaid balances by the amount of any payment that we receive. Your available credit will not be increased by the amount of any credit balance.

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

transfer check or coupon, or any other promotional check drawn on any Depository Bank credit card account to make payments on your Account.

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

MONTHLY BILLING STATEMENT. Unless we value 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 OPTION. You may at any time pay the entire New Balance shown on your billing statement, but each month you must pay at least the Minimum Payment Due. All payments must be made in accordance with the terms, including the payment cutoff time, stated on your monthly billing statement, and we will credit your Account in accordance with those terms. In addition, we reserve the right to change the New Balance shown on your current billing statement in order of the Annual Percentage Rate applicable to the balance of each transaction category (as referenced in the Periodic Finance Charges Section) from lowest to highest beginning with the balance subject to the lowest Annual Percentage Rate. We then apply payments and credits to any new transaction using the same method. However, you 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% of the New Balance, rounded to the next higher whole dollar amount. If any ANNUAL PERCENTAGE RATE applicable to your Account is greater than 22.99%, your minimum monthly payment will be the greater of \$10 or 1% 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 first 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 periods.

CREDIT BALANCES. We will refund any credit balance within seven business days from receipt of your written request. If you do not request a refund, we will automatically refund credit balances greater than \$1.00 within 6 months.

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

FINANCE CHARGES. You can avoid payment of Periodic Finance Charges on new purchases if you pay the New Balance shown on the billing statement on which the purchases first appear by the Payment Due Date, and the Payments and Credits on that statement equal or exceed your Previous Balance. We call this the "grace period." You do not have a grace period on balance transfers or cash advances. Periodic Finance Charges are imposed on new balance transfers and cash advances beginning with the date the transaction occurs.

PERIODIC FINANCE CHARGES. Periodic Finance Charges are imposed on all transactions until the date of repayment. Repayment means payment of your entire New Balance. However, if you pay the New Balance shown on the current billing statement by the Payment Due Date, and the Payments and Credits shown on that statement equal or exceed the Previous Balance, we will not impose Periodic Finance Charges on new purchases. That is, purchases first appearing on the current statement. Otherwise, you will receive a billing statement the next month that includes Periodic Finance Charges imposed until the date of repayment. We compute Periodic Finance Charges each day for purchases, cash advances, and balance transfers (which we refer to as transaction categories) by using the following equation: 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-part average daily balance (including new transactions) method of calculating the balance upon which we impose Periodic Finance Charges. This means if you did not pay the New Balance shown on the billing statement you received during the previous billing period by the Payment Due Date, we will impose Periodic Finance Charges on new purchases that first appeared on that billing statement, as well as new purchases that first appear on the current billing statement, unless

we already imposed Periodic Finance Charges on the purchases on your previous billing statement. We compute the average daily balance for each transaction category by adding up all the daily balances in a billing period for a transaction category and dividing the total by the number of days in the billing cycle. We compute the daily balance for each transaction category on each day by first adding the following to the previous day's daily balance: transactions made that day, fees charged that day and Periodic Finance Charges accrued on the previous day's daily balance, and by then subtracting any credits and payments that are applied against the balance of the transaction category on that day. In calculating the daily balance for the previous billing period, we consider the "previous day's daily balance" to have been zero on the first day of the billing period.

Special rate balance transfers and Balance Transfer Transaction Fee Finance Charges are included in the daily balance of the balance transfer transaction category. Balance transfers that were subject to an initial special rate that has been terminated due to a late payment or because your outstanding Account balance exceeded your Account credit limit are also included in this category until the initial special rate otherwise would have expired. In calculating the daily balance of the balance transfer transaction category on the first day of the billing period, we subtract the unpaid balance of those Balance Transfer Transaction Fee Finance Charges and balance transfers that become purchase rate balance transfers on that day and we add that unpaid balance to the balance of the purchase transaction category.

All fees charged to your Account are added to the purchase transaction category with the exception of Cash Advance Transaction Fee Finance Charges which are added to the cash advance transaction category and Balance Transfer Transaction Fee Finance Charges which are added to the balance transfer transaction category. If a transaction is posted to your Account after the due date 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 Plan

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 Piling 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 Piling Schedule as "Prime + (percentage points)". For purposes of this Agreement, the Prime Rate is the highest rate of interest listed as the "prime rate" in the money rates section of The Wall Street Journal on the last business day of the month. The Prime Rate is merely a pricing index and does not represent the lowest or best interest rate available to a borrower as 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 Rate and corresponding Annual Percentage Rate 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 Transfer Section above, purchase rate balance transfers will be subject to the Daily Periodic Rate and corresponding Annual Percentage Rate that apply to purchases and the Default Rate Plan Section.

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

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

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

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

RATE for cash advances will also be increased to 19.99% (a Daily Periodic Rate of .05477%) if it is currently less than 19.99%.

If your standard ANNUAL PERCENTAGE RATE for purchases is less than 24.99% and during the current and immediately preceding eleven billing periods you either failed three times to make a required payment when due or exceeded your Account credit limit three times as of the last day of a billing period, then the standard ANNUAL PERCENTAGE RATE for purchases and for cash advances will be increased to 24.99% (a Daily Periodic Rate of .06477%).

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 Charges. 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 this 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 Charge Section for the balance transfer transaction category.

MINIMUM FINANCE CHARGE. We will charge you a minimum FINANCE CHARGE of \$1.50 for any billing period in which some FINANCE CHARGE of less than \$1.50 would otherwise be imposed.

RETURNED CHECK FEE. We will charge you a Returned Check Fee of \$39 each time you pay us with a check that is returned unpaid. This fee will also apply if a debit transaction to a deposit account from which you have authorized us in writing, electronically, or orally to periodically deduct all or a part of an amount you owe us under this Agreement is returned unpaid. We will charge you this fee the first time any payment is returned unpaid, even if it is paid upon resubmission.

RETURNED DISCOVER PLATINUM CARD CHECK FEE. We will charge you a Returned Discover Platinum Card Check Fee of \$29 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 you stop payment at your request on a cash advance check, balance transfer check or other promotional check.

LATE FEE. We will charge you a Late Fee if you have failed, as of the Payment Due Date, to make the Minimum Payment Due that was required to be paid by that date. The amount of the Late Fee is based on the sum of all outstanding purchases, cash advances, balance transfers, other charges, other fees and finance charges at the end of the billing period. If the sum is less than \$100, the Late Fee is \$15. If the sum is equal to or greater than \$100, and less than \$1,000, the Late Fee is \$25. If the sum is equal to or greater than \$1,000, the Late Fee is \$35.

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

OVERDRAFT FEE. We will charge you an Overdraft 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 Overdraft 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 Overdraft Fee is \$15. If the sum is greater than \$1,000, the Overdraft Fee is \$25.

DEFAULT/ACCELERATION/COLLECTION COSTS. You are in default if you become insolvent; if you file a bankruptcy petition or have some filed against you; if we have a reasonable belief that you are unable or unwilling to repay your obligations to us; if you are declared incompetent by a court or if a court appoints a guardian for you or a conservator for your assets; if you die; 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 employ an attorney to represent us with regard to recovery of money that you owe us, we may charge you reasonable attorney's fees and court or other collection costs as permitted by law and as actually incurred by us. We may delay enforcing or not enforce any of our rights under this Agreement without losing or waiving any of them.

CANCELLATION. You may cancel your Account by notifying us in writing or by telephone and returning or destroying every Card and unused check that we have provided you. Of course, you will still be responsible to pay any amount you owe us according to the terms of this Agreement. If your Account is a joint Account, 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 renew your Account (beyond the expiration date shown on the face of a Card) without notice.

PRIVACY. We respect the privacy of information about you and your Account. Our Privacy Policy includes a summary of the personal

Information we collect, when it may be shared with others, how we safeguard the confidentiality and security of information and the steps you may take to limit our sharing of such information with others. Please read it carefully as it is part of your Cardmember Agreement. As indicated in our Privacy Policy, we may report to credit reporting agencies and other creditors the status and payment history of your Account, including negative credit information. We normally report to such credit reporting agencies each month. If you believe that our report of your Account status is inaccurate or incomplete, please write us at the following address: Discover Card, PO Box 13316, Wilmington DE 19850-5316. Please include your name, address, home telephone number and Account number.

We may from time to time review your credit, employment and income records. Our personnel may listen to or record telephone calls between you and our representatives in order to evaluate the quality of our service to our Cardmembers without notice to you. We may use any medium, including but not limited to mail, the 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 13354, Wilmington, DE 19850. We provide various methods by which you can obtain information about your Account. We will only release such information to you, any Authorized User that our records indicate is an authorized buyer on your Account, and any other person with your prior permission. In addition to as provided in our Privacy Policy or as required by law, our security measures cannot insure against unauthorized inquiries. You agree that you will not be responsible for the release of information to anyone who, even if without your authorization or permission, has gained possession of a Card or has learned other identifying characteristics about you such as your personal identification number, Account number or social security number.

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

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

CHANGES 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 assessed, or add any new term or part to this Agreement by sending you a written or electronically delivered notice at least 15 days before the change is to become effective. We may apply any such change to the outstanding balance of your Account on the effective date of the change and to new charges made after that date. If you do not agree to the change, you must notify us in writing or electronically within 15 days after the mailing of the notice of change at the address provided in the notice of change. In which case your Account will be closed and you must pay us the balance that you owe us under the existing terms of the unchanged Agreement. Otherwise, you will have agreed to the changes in the Agreement. 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 notice to you. You may not sell, assign or transfer your Account without first obtaining our prior written consent.

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

IF EITHER YOU OR WE ELECT ARBITRATION, NEITHER YOU NOR WE SHALL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL OR 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 or your state's equivalent court, if any, so long as the claim is pending only in that court and does not exceed \$5,000.

Your Account involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act (FAA). The arbitration shall be conducted, at the option of whoever files the arbitration claim, by either JAMS or the National Arbitration Forum (NAF) in accordance with their procedures in effect when the claim is filed. For a copy of their procedures, or to file a claim or for other information, contact JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614 (phone 1-800-352-5267) or NAF at P.O. Box 50191, Minneapolis, MN 55405 (phone 1-800-474-2211). 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 at a result of our electing to arbitrate that claim or dispute. Send requests to P.O. Box 15192, Wilmington, DE 19886-1020. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what 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 or 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 reasons for the award. The arbitrator's decision will be final and binding except for any appeal rights under the FAA and except that if the amount in controversy exceeds \$100,000, any party may appeal the award within 30 days to a three-arbitrator panel which shall review the award *de novo*. Unless applicable law provides otherwise, the appealing party will pay the cost 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 arbitrators 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 corporations, 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 have to the benefit of and be binding upon all persons contractually liable under this Agreement and all Authorized Users of the Account. This arbitration provision shall survive termination of your Account as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you and any sale by us of your Account.

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

GOVERNING LAW. This Agreement will be governed by the laws of the State of Delaware and applicable federal laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable, except that if the Class Action Waiver set forth above in the Arbitration Disputes 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

PK D Mady
Vice President

PRIVACY POLICY

We Respect Your Privacy

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

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

- A listing of the personal information we collect.

- The circumstances in which we may share information with others.

- The ways we safeguard the confidentiality and security of information.

- The steps you may take to limit our sharing of such information with others. See Section 4 for complete details.

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

1. What Personal Information Do We Collect?

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

- We may obtain information such as your name, address and date of birth from applications and other forms you submit to us.

- We may obtain information such as Account balance, 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 balance of your loans with other lenders and your payment history with others from consumer reporting agencies.

- We may obtain information such as your Internet service provider, your domain name, your computer's operating system and Web browser, your Web site use and your product and service preferences from your visits to our Web sites.

2. Is Personal Information Shared With Others?

We limit the sharing of information with others. Many of the offers you receive for products and services are provided directly to you from us. For example, a retailer that accepts the Discover® Card may come to us with a special offer for Cardmembers, such as a discount certificate or product upgrade. After careful consideration of the nature of the offer and the company, we will create a list of Cardmembers who may be interested in the offer based on certain characteristics. We will send the offer directly to those Cardmembers on behalf of the retailer. 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 and to service your Account effectively, as detailed below. We require these companies to adhere to our privacy standards and to use this information only for the limited purpose for which it was shared. We do not allow them to disclose it to others without our prior approval.

a. Sharing Personal Information with Our Corporate Family

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

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

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

c. Sharing Personal Information with Others

We may share the information we collect about you, as described in Section 1, with companies that perform support or marketing services on our behalf, such as mailing, market research and data processing, other financial institutions with which we have joint marketing agreements, or companies that are our partners for co-brand 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 30361, Salt Lake City, UT 84130-0361 so that we can update this information.

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

We respect your privacy and offer you choices as to whether we may share information about you with others. If you prefer that we not share

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

To indicate your preferences, call us at 1-800-225-5302 or write to us at Discover Card, P.O. Box 30361, Salt Lake City, UT 84130-0361. 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've already in production prior to the processing of your request.

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

This Privacy Policy is provided to you by Discover Bank and its subsidiaries, which currently include GIC 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 dictated in the notice.

Vermon 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.

Your Billing Rights
KEEP THIS NOTICE FOR FUTURE USE

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

1. Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address listed on your bill for Notice of Billing Errors. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your right.

In your letter, give us the following information:

- your name and Account number;
- your dollar amount of the suspected error;
- describe the error and explain, if you can, why you believe there is an error; if you need more information, describe the item you are not sure about.

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

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

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your Account credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within ten days, telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the full \$50 of the questioned amount, even if your bill was correct.

3. Special Rule For Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you tried in good faith to correct the

problem with the merchant, you may have the right not to pay the remaining amount due on the goods or services. There are two limitations on this right:

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

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

DISCOVER® CARD CASHBACK BONUS® 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 Account 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 denominated 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. 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 described in paragraph 3 below. The first anniversary year begins on the date the Card is issued and ends on the last day of the twelfth monthly billing period which follows. Each successive anniversary year is the approximate one-year period completed 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% (0.015), if the purchases are part of the first \$1,500 in purchases during the anniversary year, and
- .50% (0.0050), if the purchases are part of the second \$1,500 in purchases during the anniversary year, and
- .35% (0.0035), if the purchases are part of the purchases in excess of \$3,000 during the anniversary year.

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 .25% (0.0025) of the amount of the purchase. 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% (0.015) if the Cardmember has already made more than \$1,500 in warehouse or

discount store purchases. Please call 1-800-347-7896 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 accrue in the Cashback Bonus Account in accordance with the 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 condition contained in paragraph 5 below are met.

5. All Cashback Bonus awards will be held in the Cashback Bonus Account. The Cashback Bonus amount available for disbursement is the amount in the Cashback Bonus Account as of the last day of the Cardmember's previous billing period. However, Cashback Bonus awards may be redeemed in increments of \$30 only. Cardmembers have no right to accrued Cashback Bonus amounts of less than \$30 or amounts within the \$30 increment.

Only Cardmembers in good standing with open Accounts may access the accrued Cashback Bonus awards in the Cashback Bonus Account. For purposes 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 transaction. 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 \$30 or more in accrued Cashback Bonus awards will be paid to the Cardmember as an Account credit in \$30 increments. If the \$30 minimum or an increment of \$30 thereafter is not reached, that amount will be forfeited. If an Account is closed for any reason, any Cashback Bonus awards in the Cashback Bonus Account will be forfeited.

6. A qualifying Cardmember may have the opportunity to choose the manner in which Cashback Bonus awards are disbursed including a credit to the Cardmember's Account, 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 which will be contained in the offer. Cardmembers may select more than one redemption method, however, each redemption and each

redemption method must be in \$20 increments. Discover Card may change the redemption methods in its sole discretion from time to time. It is the Cardmember's responsibility to notify Discover Card in the event a Cashback Bonus disbursement is not received for any reason.

Cardmembers may redeem Cashback Bonus awards by calling 1-877-YOUR-AWARD (1-877-588-7292) 24 hours a day/7 days a week or on the Internet at Discovercard.com. Prior to redemption, the transaction on which Cashback Bonus awards are calculated may be audited for compliance with these Terms and Conditions.

7. In the event a Card is lost or stolen, the accrued amount of the Cashback Bonus award in the Cashback Bonus Account, the amount of qualified 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 .25% (0.0025). Discover Card also reserves the right to truncate or round Cashback Bonus amounts to the nearest cent as determined in its sole discretion. If the Cardmember receives a Cashback Bonus award in excess of the amount in the Cashback Bonus Account, the Cardmember's Account will be debited for the entire amount of the erroneous award disbursement. This amount will be applied 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 \$500,000 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 Cardmember, his or her spouse and their dependent children for any one accident. If more than one insured person dies as the result of the injury received in any one accident, the Family Aggregate Principal Sum will be prorated and paid in accordance with the claim payment and beneficiary provisions of the Policy. Once the Family Aggregate Principal Sum is paid for any one insured person in a family that occurs as the result of any one accident, no further benefits are payable for further deaths in that family due to injuries received in the same accident.

Maximum Accidental Death benefit payable under the Policy. If more than one Cardmember suffers a loss from the same accident, any limitation on an aggregate of \$10,000,000 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 the aggregate limit of liability. As used herein, Cardmember means cardmember, his or her insured spouse and insured dependent children. This aggregate limit does not replace or in any way affect the Family Aggregate Principal Sum stated under the Policy.

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

DISAPPEARANCE BENEFITS. We will presume you suffered loss of life due to an accident if you are listed in a Scheduled Air Carrier that it 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 name appears 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, this age limit does not apply to a child who is incapable of self-sustaining employment by reason of mental or physical incapacity.

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

THE BENEFICIARY. Unless you designate otherwise with a beneficiary

designation form, your death benefit will be paid, in equal shares, to the first surviving class of those that follow: (1) your spouse; (2) your children; (3) your parents; or (4) your brothers and sisters. If no one has a surviving beneficiary, your estate. You may change your beneficiary by writing to the Insurance Company at Accident & Health Division, 500 West Madison Street, Suite 2350, Chicago, IL 60661.

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

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

Common carrier 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 designed to the credit card. If the corresponding full Common Carrier fare ticket is charged to the credit card.

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

EXCLUSIONS. Benefits are not payable if the loss is caused by or results from: 1) self-inflicted injury or suicide; 2) sickness, disease, or mental incapacity or bodily infirmity whether directly or indirectly; 3) infection of any kind (regardless of how contracted, except bacterial infection) that is directly caused by bacteria, pneumonia, poliovirus or an accidental cut or wound independent and in the absence of any underlying illness, disease or condition including but not limited to diabetes; 4) contracting or attempting to contract 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 ticket was fully charged.

Benefits are not payable for losses due to injury sustained while on a trip for which the ticket was purchased with a frequent flyer voucher.

Complete provisions pertaining to this plan of insurance are contained in Policy 55029072 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 55029072) is not a contract of insurance but it 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 collectible insurance or any other form of reimbursement payable by those responsible for the loss) on a secondary 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 amount 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.

*Loss of 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.

*Rental Agency means a commercial automobile rental company licensed under the laws of the applicable jurisdiction.

*Rented Automobile means a four-wheeled private passenger-type motor vehicle or a multi-van manufactured 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

*Devote the collision/loss damage waiver offered by the Rental Agency; and

• 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 precluded by law or in violation of the territory 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:

• Trucks, recreational vehicles, campers, pickup trucks, minibuses, trailers, 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, motorbikes, motorcycles and motor scooters, antique 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, high-performance or collector-type vehicles), special-interest or exotic cars (including Aston Martin, Bentley, Brinkley, Daimler, Delorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, 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.
- Losses resulting from any dishonest, fraudulent, or criminal act.
- Loss resulting from forgery.
- Loss that occurs while You are in violation of the Rental Agreement.
- Loss due to driving while intoxicated (as defined by the laws 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 confiscation by authorities.
- Loss due to nuclear reaction or radioactive contamination.

- 23 -

• Loss as a result of fire, lightning, flood, earthquake, windstorm, water, or other weather-related cause.

• 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.

• Loss due to wear and tear, gradual depreciation, freezing, mechanical or electrical breakdown or failure.

• Blows and fire 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 rental 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).

• Leases or subleases.

• 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 Rental Automobile before or after the loss occurs including, but not limited to, mysterious disappearance of the rental car keys, leaving the rental 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 unlicensed for road use.

• Expenses reimbursed by your insurer, employer, or employer's insurer.

• Loss resulting from use of the Rental Automobile in tests, races, or contests.

• Loss resulting from use of the Rental Automobile to carry passengers 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/damage waiver offered by the Rental Agency.

HOW TO FILE A CLAIM:

• After Collision Damage occurs, You must contact the administrator, Aon Insurance Solutions, P.O. Box 220, 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.

• Report within 24 hours any damage or loss to the appropriate official representative, including the police and Rental Agency.

• Complete and sign the claim form and attach all appropriate documentation, including a copy of:

- 24 -

• The account statement showing the Rental Agency transaction; and

• 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 results of any settlement or denial by the applicable insurance carrier(s); and

• If no other insurance is applicable, a notarized 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 examination under oath and will produce for examination all writings, books of account, bill, invoice 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 all of her rights to recovery 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.

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 those responsible for the loss) except when the Rental 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.

CDV (200)

- 25 -

Insurance Disclosures:

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 conditions 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 active Discover Platinum DOC replaces all prior DOCs, program discontinuation, 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 insured. If this happens, holder at least 30 days in advance of the expiration of the policy. Such notices need not be given if substantially similar replacement coverage takes effect without interruption and is provided by the same insurer. Insurance benefits will not apply to car rentals 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, where 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 judgment 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 intent herein, or in the case of any fraud or false swearing by the insured 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 remitted to the administrator at the Cardmember's expense. Failure to remit requested salvage may result in denial of the 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 (2/00)

VERIFICATION

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

Robert Adkins
(Signature)

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

DISCOVER BANK

Plaintiff

vs.

ANDREW G BATCHO
AKA ANDREW BATCHO
LINDA BATCHO
AKA ANDREW BATCHO

Defendants

No: 05-1449-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
04468872 C A Pit KMJ

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

SEP 19 2005

Attest:

William L. Brown
Prothonotary/
Clerk of Courts

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

DISCOVER BANK

Plaintiff
vs.

Civil Action No

ANDREW G BATCHO
LINDA BATCHO

Defendants

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. Defendants are adult individual(s) residing at the address listed
below:

ANDREW G BATCHO
45 ROCKY BEND RD
CLEARFIELD, PA 16830

LINDA BATCHO
45 ROCKY BEND RD
CLEARFIELD, PA 16830

3. Defendants applied for and received a credit card issued by
Plaintiff bearing the account number 6011002094513207 . A copy of
Plaintiff's Statement of Account s attached hereto, marked as Exhibit
"A" and made a part hereof.

4. Defendants made use of said credit card and currently has a
balance due and owing to Plaintiff, as of September 11, 2005 , in the
amount of \$12602.61 .

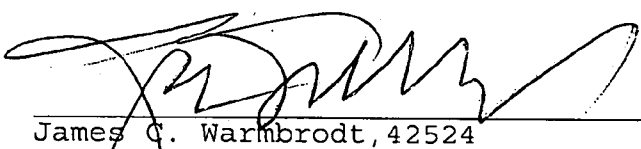
5. Defendants are in default by failing to make payments when due.

6. Plaintiff avers that the Agreement between the parties provides
that Defendants 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, Defendants have willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for Judgment in its favor and against Defendants , ANDREW G BATCHO AND LINDA BATCHO , jointly and severally , in the amount of \$12602.61 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.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
04468872 C A Pit KMJ

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

payment due date
September 2, 2005

\$

03 SDSN6A01 0009060
ANDREW BATCHO
LINDA BATCHO
45 ROCKY BEND RD
CLEARFIELD PA 16830-1002

SAVE TODAY! Call 1-866-894-5727 to
transfer your higher-rate balances to your
Discover® Card or visit Discovercard.com.

4468872

PO BOX 15251
WILMINGTON DE 19886-5251

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

000006011002094513207126026100000000194300

Discover Platinum Card Account Summary

Closing Date: August 3, 2005

page 1 of 2

account number 6011 0020 9451 3207
payment due date September 2, 2005
minimum payment due \$1,943.00
credit limit \$11,000
credit available \$0
cash credit limit \$2,800.00
cash credit available \$0.00

previous balance	\$12,602.61
payments and credits	- 0.00
purchases	+ 0.00
cash advances	+ 0.00
balance transfers	+ 0.00
FINANCE CHARGES	+ 0.00
new balance	= \$12,602.61

Cashback Bonus®

Cashback Bonus® Anniversary Date: December 3

Previous Cashback Bonus Award Balance	\$ 47.00
Purchase Award This Period	+ 0.00
Cashback Bonus Award Total	47.00
Redemptions This Period	- 0.00

Cashback Bonus Award Balance	47.00
Award Available to Redeem	\$ 0.00

EXHIBIT

A

	Average Daily Balances	Daily Periodic Rates	Nominal ANNUAL PERCENTAGE RATES	ANNUAL PERCENTAGE RATES	Periodic FINANCE CHARGES	Transaction Fee FINANCE CHARGES
current billing period: 31 days						
Purchases	\$0	0.06915%	25.24% V	25.24%	\$0	none
Cash Advances	\$0	0.06915%	25.24% V	25.24%	\$0	\$0

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

Terms 15

DISCOVER
PLATINUM**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*

EXHIBITB

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 materials 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.

CARDMEMBER AGREEMENT

Agreement Terms	1
Acceptance of Agreement	2
Use of Your Account	3
Unauthorized User	3
Unauthorized Use	3
Credit Limit/Available Credit	3
Promote to Pay	4
Monthly Billing Statement	4
Monthly Payment Option	4
Minimum Monthly Payment	4
Credit Balances	5
Balance Transfers	5
Finance Charges	5
Penalty Finance Charge	5
Default Rate Plan	7
Cash Advance Transaction Fee Finance Charge	8
Balance Transfer Transaction Fee Finance Charge	8
Minimum Finance Charge	8
Returned Check Fee	8
Returned Discover Platinum Card Check Fee	8
Stop Payment Fee	8
Late Fee	9
Pay-by-Phone Fee	9
Research Fee	9
Overnight Fee	9
Default Acceleration Collection Costs	9
Cancellation	9
Privacy	9
Electronic Communication	10
Credit Authorization	10
Change of Term	10
Arbitration of Disputes	11
Change of Address	11
Assignment of Account	11
Compliance with Internet Site Limitations	12
Governing Law	12
AGREEMENT TERMS	13

The word "Account" means your Discover Platinum Card Account. The word "Card" means any one or more Discover Platinum Cards issued to you or someone else with your authorization. The words "you", "your", or "yours" refer to, in addition to you, the Cardmember, any other person or person who are also contractually liable under this Agreement. The words "we", "us" and "our" refer to Discover Bank, the issuer of your Discover Platinum Card. The words "Unauthorized User" mean any person whom you authorize to use your

Account or a Card, whether you notify us or not. The word "Tying Schedule" means the document accompanying your Card, and listing the Finance Charge rates that apply to your Account. The Pricing Schedule is part of this Agreement.

ACCEPTANCE OF AGREEMENT. The use of your Account or a Card by you or an Authorized User, or your failure to cancel your Account within 30 days after receiving a Card, means you accept this Agreement, including the Arbitration of Disputes provision on pages 11-12. You may, however, reject the Arbitration of Disputes section by providing us a notice of rejection within 30 days after receiving a Card at the following address: Discover Card, P.O. Box 30918, Salt Lake City, UT 84130-0918. If you were previously subject to arbitration with respect to any Account, this right to reject arbitration will not apply to you in the event that the Account has been reopened or replacement cards are sent to you. Your rejection notice must include your name, address, telephone number, Account number and signature and must not be sent with any other correspondence. Calling us to indicate that you reject the Arbitration of Disputes section or sending a rejection notice in a manner or format that does not comply with all applicable requirements is insufficient notice. In order to protect 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 at which you and we have agreed to arbitrate disputes. If you do not send a rejection notice, you will be obligated by the Arbitration of Disputes section with respect to this and any prior account you have had with us, even if you have previously sent a rejection notice with respect to that prior account.

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

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

In addition, your Account may be used to guarantee reservations at participating establishments. You will be liable for guaranteed reservations that are not 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 loans to purchase, carry or trade in securities, or to pay any amount you owe under this Agreement ("Prohibited Transactions"). Prior to its use, each Card must be signed by the person to whom it is issued. We are not responsible for the return of anyone to accept or hold 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 16-17 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 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 on 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 15156, Wilmington, DE 19886-1002. You agree to assist us in determining the facts relating to any theft or possible unauthorized use of your Account or a Card and to comply with such procedures as we may require in connection with our investigation. If 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 you may vary from time to time, be less than your Account credit limit. For purposes of determining your available credit, we reserve the right to postpone for up to 15 business days reducing your unpaid balances by the amount of any payment that we receive. Your available credit will not be increased by the amount of any credit balance.

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

transfer check or coupon, or any other promotional check drawn on any Discover Bank credit card account to make payments on your Account.

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

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

MINIMUM MONTHLY PAYMENT. The Minimum Payment Due each month will be the sum of any amount past due and the minimum monthly payment. The minimum monthly payment each month will be the greater of \$10 or 1% of the New Balance, rounded to the next higher whole dollar amount. If any ANNUAL PERCENTAGE RATE applicable to your Account is greater than 22.99%, your minimum monthly payment will be the greater of \$10 or 1% 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 first 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 will apply to your outstanding balance 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 credit balance within seven business days from receipt of your written request. If you do not request a refund, we will automatically refund credit balances greater than \$100 within 15 months 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 transactions to your Account by means of balance transfer coupons or checks. Each offer will contain an initial special rate which will be the Annual Percentage Rate that will apply to transferred balances for the time period specified in the offer, subject to the Default Rate Plan section, and may contain a balance transfer transaction fee. Finance Charge for each balance transfer made during the term of the offer as disclosed in the offer and as set forth in the Piling Schedule. If applicable, after the expiration of this time period, the Annual Percentage Rate that applies for purchases will apply to transferred balances. Balance transfers subject to the initial special rate are referred to as special rate balance transfers. Balance transfers for which the initial special rate has expired are referred to as purchase rate balance transfers. Each offer will contain an expiration date. If you attempt to transfer balances by means of a check after the expiration date, we will treat the transaction as a cash advance. We will not make balance transfers attempted by means of a coupon after the expiration date.

FINANCE CHARGES. You can avoid payment of periodic finance charges on new purchases. If you pay the New Balance shown on the billing statement on which the purchase first appears by the Payment Due Date, and the Payments and Credits on that statement equal or exceed your Previous Balance, we 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.

PERIODIC FINANCE CHARGES. Periodic finance charges are imposed on all transactions until the date of repayment. Repayment means payment of your entire New Balance. However, if you pay the New Balance shown on the current billing statement by the Payment Due Date, and the Payments and Credits shown on that 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 transactions) 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-cycle average daily balance (including new transactions) method of calculating the balance upon which we impose periodic finance charges. This means if you did not pay the New Balance shown on the billing statement you received during the previous billing period by the Payment Due Date, we will impose periodic finance charges on new purchases that first appeared on that billing statement, as well as new purchases that first appear on the current billing statement, unless

we already imposed periodic finance charges on the purchases on your previous billing statement. We compute the average daily balance for each transaction category by adding up all the daily balances in a billing period for a transaction category and dividing the total by the number of days in the billing cycle. We compute the daily balance for each transaction category on each day by first adding the following to the previous day's daily balance: transactions made that day, fees charged that day and periodic finance charges accrued on the previous day's daily balance; and by then subtracting any credits and payments that are applied against the balance of the transaction category on that day. In calculating the daily balance for the previous billing period, we consider the "previous day's daily balance" to have been zero on the first day of the billing period.

Special rate balance transfers and Balance Transfer Transaction Fee finance charges are included in the daily balance of the balance transfer transaction category. Balance transfers that were subject to an initial special rate that has been terminated due to a late payment or because your outstanding Account balance exceeded your Account credit limit are also included in this category until the initial special rate otherwise would have expired. In calculating the daily balance of the balance transfer transaction category on the first day of the billing period, we subtract the unpaid balance of those Balance Transfer Transaction Fee finance charges and balance transfers that become purchase rate balance transfers on that day and we add that unpaid balance to the balance of the purchase transaction category.

All fees charged to your Account are added to the purchase transaction category with the exception of Cash Advance Transaction Fee finance charges which are added to the cash advance transaction category and Balance Transfer Transaction Fee finance charges which are added to the balance transfer transaction category. If a transaction is posted to your Account after the due date 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) Base 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 Piling 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 Piling Schedule as "Prime + (percentage points)". For purposes of this Agreement, the Prime Rate is the highest rate of interest listed as the "prime rate" in the money rates section of The Wall Street Journal on the last business day of the month. The Prime Rate is merely a pricing index and does not represent the lowest or best interest rate available to a borrower at any bank at any given time. Your Annual Percentage Rate will increase or decrease when the Prime Rate changes. This change will be effective beginning on the first day of the billing period that begins during the same month as the change in the Prime Rate.

(2) Annual Percentage Rate for Purchases

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

Percentage Rate for purchases will apply. The Daily Periodic Rate and corresponding Annual Percentage Rate 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 Transfer Section above, purchase rate balance transfers will be subject to the Daily Periodic Rate and corresponding Annual Percentage Rate that apply to purchases and the Default Rate Plan Section.

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

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

If we did not receive a requested 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 you will terminate 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 on balance transfers and purchases as well as any introductory or promotional rate on purchases and any initial special rate on balance transfers that we have previously offered to you. In addition, if the standard Annual Percentage Rate for purchases is less than 19.99% and during the immediately preceding even billing period, we did not receive a requested payment by the Payment Due Date, then the standard ANNUAL PERCENTAGE RATE for purchases will be increased to 19.99% (a Daily Periodic Rate of .054773%) and the standard ANNUAL PERCENTAGE RATE for cash advances will also be increased to 19.99% (a Daily Periodic Rate of .054773%) if it is currently less than 19.99%.

If your outstanding balance exceeds your Account credit limit at the time we review your Account and your outstanding balance exceeds your Account credit limit at the last day of any billing period in the immediately preceding even billing period, 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 Account on balance transfers and purchases as well as any introductory or promotional rate on purchases and any initial special rate on balance transfers that we have previously offered to you. If the standard Annual Percentage Rate for purchases is less than 19.99%, then the standard ANNUAL PERCENTAGE RATE for purchases will be increased to 19.99% (a Daily Periodic Rate of .054773%) and the standard ANNUAL PERCENTAGE

RATE for cash advances will also be increased to 19.99% (a Daily Periodic Rate of .054773%) if it is currently less than 19.99%.

If your standard ANNUAL PERCENTAGE RATE for purchases is less than 19.99%, and during the current and immediately preceding even billing period, you either failed three times to make a requested payment when due or exceeded your Account credit limit three times as of the last day of a billing period, then the standard ANNUAL PERCENTAGE RATE for purchases and for cash advances will be increased to 19.99% (a Daily Periodic Rate of .054773%).

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 Charge 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 this 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 the Account, it will be in the amount set forth in the Pricing Schedule. The imposition of Balance Transfer Transaction Fee Finance Charge 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 Charge section for the balance transfer transaction category.

MINIMUM FINANCE CHARGE. We will charge you a minimum FINANCE CHARGE of \$1.50 for any billing period in which your FINANCE CHARGE of less than \$1.50 would otherwise be imposed.

RETURNED CHECK FEE. We will charge you a Returned Check Fee of \$29 each time you pay us with a check that is returned unpaid. This fee will also apply if a debit transaction to a deposit account from which you have authorized us in writing, electronically, or orally to periodically deduct all or a part of an amount you owe us under this Agreement is returned unpaid. We will charge you this fee the first time any payment is returned unpaid, even if it is paid upon resubmission.

RETURNED DISCOVER PLATINUM CARD CHECK FEE. We will charge you a Returned Discover Platinum Card Check Fee of \$29 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 you are required to be paid by that date. The amount of the Late Fee is based on the sum of all outstanding purchases, cash advances, balance transfers, other charges, other fees and Finance Charges at the end of the billing period. If the sum is less than \$100, the Late Fee is \$15. If the sum is equal to or greater than \$100, and less than \$1,000, the Late Fee is \$25. If the sum is equal to or greater than \$1,000, the Late Fee is \$35.

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

OVERLAP FEE. We will charge you an Overlap 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 due to the posting of a Finance Charge or fee to your Account. The amount of the Overlap 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 Overlap Fee is \$15. If the sum is greater than \$1,000, the Overlap Fee is \$35.

DEFAULT/ACCELERATION-COLLECTION COSTS. You are in default if you become insolvent; if you file a bankruptcy petition or have one filed against you; if we have a reasonable belief that you are unable or unwilling to repay your obligations to us; if you are declared incompetent by a court or if a court appoints a guardian for you or a conservator for your assets; if you die; if you fail to comply with the terms of this Agreement, including failing to make a requested 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 requested 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 rely on the collection of your Account to an attorney or employ an attorney to represent us with regard to recovery of money that you owe us, we may charge you reasonable attorney's fees and court or other collection costs as permitted by law and as actually incurred by us. We may delay enforcing or not enforce any of our rights under this Agreement without losing or waiving any of them.

CANCELLATION. You may cancel your Account by notifying us in writing or by telephone and returning or destroying every Card and unused check that we have provided you. Of course, you will still be responsible to pay any amount you owe us according to the terms of this Agreement. If your Account is a Joint Account, 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 disclose not to reissue 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 this carefully as it is part of your Cardmember Agreement. As indicated in our Privacy Policy, we may report to credit reporting agencies and other agencies the status and payment history of your Account, including negative credit information. We normally report to such credit reporting agencies each month. If you believe that our report of your Account status is inaccurate or incomplete, please write us at the following address: Discover Card, PO Box 15316, Wilmington DE 19850-5316. Please include your name, address, home telephone number and Account number.

We may from time to time review your credit, employment and income records. Our personnel may listen to or record telephone calls between you and our representatives in order to evaluate the quality of our service to our Cardmembers without notice to you. We may use any medium, including but not limited to mail, live telephone calls, automated telephone equipment, prerecorded telephone calls, and e-mail to contact you about your Account, or offer you products or services that may be of value to you. If you prefer not to be contacted in one or more of these ways, call us at 1-800-DISCOVER or write to us at Discover Card, PO Box 15354, Wilmington, DE 19850. We provide various methods by which you can obtain information about your Account. We will only release such information to you, any Authorized User that our records indicate is an authorized buyer on your Account, and any other person with your prior permission. In addition to as provided in our Privacy Policy or as required by law, our security measures cannot insure against unauthorized inquiries. You agree that we will not be responsible for the release of information to anyone who, even if without your authorization or permission, has gained possession of a Card or has learned other identifying characteristics about you such as your personal identification number, Account number or social security number.

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

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

CHARGE OFFERINGS. 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 assessed, or add any new term or part to this Agreement by sending you a written or electronically delivered notice at least 15 days before the change is to become effective. We may apply any such change to the outstanding balance of your Account on the effective date of the change and to new charges made after that date. If you do not agree to the change, you must notify us in writing or electronically within 15 days after the mailing of the notice of change at the address provided in the notice of change. In which case your Account will be closed and you must pay us the balance that you owe us under the existing terms of the unchanged Agreement. Otherwise, you will have agreed to the changes in 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 your position thereof without notice to you. You may not sell, assign or transfer your Account without first obtaining our prior written consent.

ARBITRATION OF DISPUTES. In the event of any past, present or future claim or dispute (whether based upon contract, tort, statute, common law or equity) between you and us arising from or relating to your Account, any prior account you have had with us, your application, the relationship which results from your Account or the enforceability or 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 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 right under this arbitration provision.

We will not invoke our right to arbitrate an individual claim you bring in small claims court or your state's equivalent court, if any, so long as the claim is pending only in that court and does not exceed \$5,000.

Your Account involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act (FAA). The arbitration shall be conducted, at the option of whoever files the arbitration claim, by either JAMS or the National Arbitration Forum (NAF) in accordance with their procedures in effect when the claim is filed. For a copy of their procedures, or to file a claim or for other information, contact JAMS at 1910 Main Street, Suite 300, Irvine, CA 92614 (phone 1-800-352-5267) or NAF at P.O. Box 50191, Minneapolis, MN 55405 (phone 1-800-474-2371). No other arbitration forum will be permitted, except as agreed in 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 15192, Wilmington, DE 19850-1020. The arbitrator will decide who will ultimately be responsible for paying these fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your and our combined court costs would have been if the claim had been resolved in a state court with jurisdiction. In no event will you be required to pay any fees or costs incurred by us in connection with

an arbitration proceeding where such a requirement is prohibited by law. Any arbitration hearing will take place in the federal judicial district where you reside. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA and applicable nature 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 applicable law provides otherwise, the appealing party will pay the cost 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 have to the benefit of and be binding upon all persons contractually liable under this Agreement and all Authorized Users of the Account. This arbitration provision shall survive termination of your Account as well as voluntary payment in full by you, any legal proceedings by or to collect a debt owed by you, any bankruptcy by you and any sale by us of your Account.

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

GOVERNING LAW. This Agreement will be governed by the laws of the State of Delaware and applicable federal laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable, except that if the Class Action Waiver set forth above in the Arbitration Disputes 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. Maly
Vice President

PRIVACY POLICY

We Respect Your Privacy

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

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

- A listing of the personal information we collect.
 - The circumstances in which we may share information with others.
 - The ways we safeguard the confidentiality and security of information.
 - The steps you may take to limit our sharing of such information with others. See Section 4 for complete details.
- Please read our Privacy Policy carefully. It will help you understand how we collect and share information.

1. What Personal Information Do We Collect?

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

2. Is Personal Information Shared With Others?

We limit the sharing of information with others. Many of the offers you receive for products and services are provided directly to you from us. For example, a retailer that accepts the Discover® Card may come to us with a special offer for Cardmembers, such as a discount certificate or product upgrade. After careful consideration of the nature of the offer and the company, we will create a list of Cardmembers who may be interested in the offer based on certain characteristics. We will send the offer directly to those Cardmembers on behalf of the retailer. For example, including an item 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 and to service your Account effectively, as detailed below. We require these companies to adhere to our privacy standards and to use this information only for the limited purpose for which it was shared. We do not allow them to disclose it to others without our prior approval.

a. Sharing Personal Information with Our Corporate Family

We are part of the Morgan Stanley family of companies. Our corporate family often 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 cobrand 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 statement or elsewhere, which suggests that our information is incomplete or inaccurate, please write to us at Discover Card, P.O. Box 30993, 3rd Lake City, UT 84130-0993 so that we can update this information.

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

We respect your privacy and offer you choices as to whether we may share information about you with others. If you prefer that we not share

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

To indicate your preference, call us at 1-800-225-5302 or write to us at Discover Card, P.O. Box 30993, Salt Lake City, UT 84130-0993. 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 preference 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've already in production prior to the processing of your request.

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

This Privacy Policy is provided to you by Discover Bank and its subsidiaries, which currently include GIC 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 regularization 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 law 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.

Your Billing Rights

KEEP THIS NOTICE FOR FUTURE USE

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

1. Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address listed on your bill for Notice of Billing Errors. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your right.

In your letter, give us the following information:

- your name and Account number.
- your dollar amount of the suspected error.
- describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

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

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

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your Account credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within ten days, telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

3. Special Rule for Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you tried in good faith to correct the

problem with the merchant, you may have the right not to pay the remaining amount due on the goods or services. There are two limitations on this right:

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

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

DISCOVER® CARD CASHBACK BONUS® 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 Dispute section of the Cardmember Agreement, which is incorporated herein.

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

2. Purchase Cashback Bonus amounts are calculated based on purchases made during an annual period corresponding to the Cardmember's anniversary year as described in paragraph 3 below. The first anniversary year begins on the date the Card is issued and ends on the last day of the twelfth monthly billing period which follows. Each successive anniversary year is the approximate one-year period compiled 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% (0.015), if the purchases are part of the first \$1,500 in purchases during the anniversary year, and
- .50% (0.0050), if the purchases are part of the second \$1,500 in purchases during the anniversary year, and
- .25% (0.0025), if the purchases are part of the purchases in excess of \$3,000 during the anniversary year.

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 .25% (0.0025) of the amount of the purchase. 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 .25% (0.0025) if the Cardmember has already made more than \$1,500 in warehouse or

discount store purchases. Please call 1-800-347-7896 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 accrue in the Cashback Bonus Account in accordance with these Terms and Conditions unless an alternative method of disbursement is disclosed in the offer. In addition, if, as of the date Discover Card determines whether a Cardmember has met the terms of the offer, the Cardmember's Account is closed or delinquent, the Cardmember will not receive this other Cashback Bonus award unless otherwise disclosed in the offer; nor will the Cardmember receive a 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 condition contained in paragraph 5 below are met.

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

Only Cardmembers in good standing with open Accounts may access the accrued Cashback Bonus awards in the Cashback Bonus Account. For purposes 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 transaction. The Cardmember is delinquent if Discover Card has not received a required payment by the Payment Due Date shown on the monthly billing statement.

If an Account is inactive for 36 consecutive months, any amount of \$20 or more in accrued Cashback Bonus awards will be paid to the Cardmember as an Account credit. In \$20 increments, if the \$20 minimum or an increment of \$20 thereafter is not reached, that amount will be forfeited. If an Account is closed for any reason, any Cashback Bonus awards in the Cashback Bonus Account will be forfeited.

6. A qualifying Cardmember may have the opportunity to choose the manner in which Cashback Bonus awards are disbursed including a credit to the Cardmember's Account, an electronic deposit into an account designated by the Cardmember, a check that is mailed to the Cardmember, a charitable donation to selected charity, or an exchange of the Cashback Bonus award for selected products or services, the terms of which will be contained in the offer. Cardmembers may select more than one redemption method, however each redemption and each

redemption method must be in \$20 increments. Discover Card may change the redemption methods in its sole discretion from time to time. It is the Cardmember's responsibility to notify Discover Card in the event a Cashback Bonus disbursement is not received for any reason.

Cardmembers may redeem Cashback Bonus awards by calling 1-877-YOUR-AWARD (1-877-568-7292) 24 hours a day/7 days a week or on the Internet at Discovercard.com. Prior to redemption, the transaction on which Cashback Bonus awards are calculated may be audited for compliance with these Terms and Conditions.

7. In the event a Card is lost or stolen, the accrued amount of the Cashback Bonus award 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 return 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 .25% (0.0025). Discover Card also reserves the right to truncate or round Cashback Bonus amounts to the nearest cent as determined in its sole discretion. If the Cardmember receives a Cashback Bonus award in excess of the amount in the Cashback Bonus Account, the Cardmember's Account will be debited for the entire amount of the erroneous 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 \$500,000 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 Cardmember, his or her spouse and their dependent children for any one accident. If more than one insured person dies as a 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 for any one insured person in a family that occurs as the result of any one accident, no further benefits are payable for further deaths in that family due to injuries received in the same accident.

Maximum Accidental Death benefits payable under the Policy. If more than one Cardmember suffers a loss from the same accident, are limited to an aggregate of \$10,000,000 for all Cardmembers combined. Any reduction of benefits necessary to comply with this limitation will be made on a proportionate basis to each Cardmember up to this aggregate limit of liability. As used herein, Cardmember means, cardmember, his or her insured spouse and insured dependent children. This aggregate limit does not replace or in any way affect the Family Aggregate Principal Sum stated under the Policy.

"Injury" means bodily injury: (a) which is sustained as a direct result of an unintended, 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 (independent of disease, mental infirmity, bodily infirmity or any other cause) causes a covered loss.

DISAPPEARANCE BENEFITS. We will presume you suffered loss of life due to an accident if you are listed 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 spouses and their unmarried dependent children under age 19 (age 23 if attending school on a full-time basis and fully dependent on you for support). However, the age limit does not apply to a child who is incapable of self-maintaining employment by reason of mental or physical incapacity.

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

THE BENEFICIARY. Unless you designate otherwise with a beneficiary

designation form, your death benefit will be paid, in equal shares, to the first surviving class of those that follow: (1) your spouse; (2) your children; (3) your parents; or (4) your brothers and sisters if no class has a surviving beneficiary in your estate. You may change your beneficiary by writing to the Insurance Company at Accident & Health Division, 500 West Madison Street, Suite 2350, Chicago, IL 60661.

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

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

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

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

EXCLUSIONS. Benefits are not payable if the loss is caused by or results from: 1) self-inflicted injury or suicide; 2) sickness, disease, or mental incapacity or bodily infirmity whether directly or indirectly; 3) infection of any kind regardless of how contracted, except bacterial infection that is directly caused by botulism, pneumonic poisoning or an accidental cut or wound independent and in the absence of any underlying illness, 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, or 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 ticket were fully charged.

Benefits are not payable for losses due to injury sustained while on a trip for which the ticket was purchased with a frequent flyer voucher.

Complete provisions pertaining to this plan of insurance are contained in Policy #9039023 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 from Number S3065000 is not a contract of insurance but it 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 15761, 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 collectible insurance or any other form of reimbursement payable by those responsible for the loss) on a secondary 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 additional damage to a Rented Automobile caused by upset or collision with another object.
- Eligible Card means the Discover Platinum credit card.
- Loss of 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.
- Rental Agency means a commercial automobile rental company licensed under the laws of the applicable jurisdiction.
- Rented Automobile means a four-wheeled private passenger-type motor vehicle or a multi-passenger manufactured 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
- Denote the collision/damage waiver offered by the Rental Agency; and

- 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.
- If 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 precluded by law or in violation of the territory 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:

- Trucks, recreational vehicles, campers, pickup trucks, minibuses, hi-lifts, vans mounted on truck chassis, vehicle 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, motorbikes, motorcycles and motor scooters, antique 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 (whose value replacement value exceeds \$50,000), limited-edition motor vehicles (which are high-value, exotic, high-performance or collector-type vehicles), special-interest or exotic cars including Aston Martin, Bentley, British Daimler, Datsun, Excelsior, Ferrari, Jensen, Lamborghini, Lotus, Maserati, Porsche, Rolls Royce or similar vehicles, selected model 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.
- Losses resulting from any dishonesty, fraudulent or criminal act.
- Loss resulting from forgery.
- Loss that occurs while You are in violation of the Rental Agreement.
- Loss due to driving while intoxicated (as defined by the laws 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 confiscation by authorities.
- Loss due to nuclear reaction or radioactive contamination.

23

- Loss as a result of hail, lightning, flood, earthquake, windstorm, water, or other weather-related cause.
- 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.
- Loss due to wear and tear, gradual depreciation, freezing, mechanical or electrical breakdown or failure.
- Drawouts and fire 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 rental 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 sublease.

- 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 providing the Rental Automobile before or after the loss occurs including, but not limited to, mysterious disappearance of the rental car keys, leaving the rental 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 unlicensed for road use.
- Expenses reimbursed by your insurer, employer, or employer's insurer.
- Loss resulting from use of the Rental Automobile in taxi, race, or contests.
- Loss resulting from use of the Rental Automobile to carry passengers 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 collisionless damage waiver offered by the Rental Agency.

HOW TO FILE A CLAIM:

- After Collision Damage occurs, You must contact the administrator, Aon Insurance Solutions, P.O. Box 228, 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.
- Report within 72 hours any damage or loss to the appropriate official representative, including the police and Rental Agency.
- Complete and sign the claim form and attach all appropriate documentation, including a copy of:

24

- The account statement showing the Rental Agency transaction; and
- 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 notarized statement from You to that effect; and
- Any other documentation We may request.

- Be sure to submit all above required 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 writings, 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 recovery 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.

FOR NEW YORK RESIDENTS:

The amount 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 those responsible for the loss) except when the Rental 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.

Rentlender Please refer to the Insurance Disclosures section.

CDW (200)

25

Insurance Disclosures:

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 conditions 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 DOCs, 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 coverages for all insured. 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 takes effect without interruption and is provided by the same insurer. Insurance benefits will still apply to car rentals 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 card is 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 judgment 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 herein, or in the case of any fraud or false swearing by the insured relating thereto, the 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 remitted to the administrator at the Cardmember's expense. Failure to remit requested salvage may result in denial of the 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 (2/00)

VERIFICATION

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

Robert Adkins
(Signature)

RECEIVED

The undersigned does hereby certify that the contents of the foregoing are true and correct.

Witness my hand and the seal of the Court at the City of New York, this _____ day of _____, 2005.

Prothonotary/Clerk of Courts

It is the duty of the undersigned to make the foregoing true and correct.

Signature of the undersigned: _____

Prothonotary/Clerk of Courts

FILED

OCT 21 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

DISCOVER BANK

Plaintiff

vs.

ANDREW G BATCHO
AKA ANDREW G BATCHO
LINDA BATCHO

Defendants

No. 05-1449-CD

AMENDED COMPLAINT IN CIVIL ACTION

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

WWR#04468872

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DEC 08 2005 ©

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. 05-1449-CD

ANDREW G BATCHO
AKA ANDREW G BATCHO
LINDA BATCHO

Defendants

AMENDED COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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 Drive, Hilliard, OH 43026.
2. Defendants are adult individual (s) residing at the address listed below:

ANDREW G BATCHO - AKA
45 ROCKY BEND RD
CLEARFIELD, PA 16830

LINDA BATCHO
45 ROCKY BEND RD
CLEARFIELD, PA 16830

3. Defendants applied for and received a credit card issued by Plaintiff bearing the account number 6011002094513207. A true and correct copy of Plaintiff's Statement of Account is attached hereto, marked as Exhibit "A" and made a part hereof.

4. Defendants made use of said credit card and have currently a balance due and owing to Plaintiff, as of SEPTEMBER 11, 2005, in the amount of \$12602.61.

5. Defendants are in default of the terms of the Cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable. A true and correct copy of Plaintiff's Cardholder Agreement is attached as Exhibit "B".

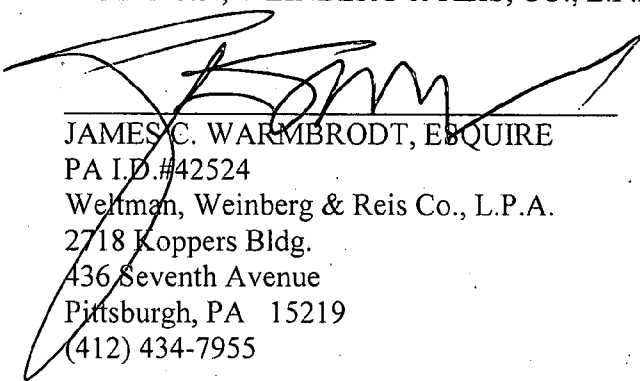
6. Plaintiff avers that the Agreement between the parties provides that Defendants will pay Plaintiff's attorneys' fees.

7. Plaintiff avers that such attorneys' fees will amount to \$1500.00.

8. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendants, ANDREW G BATCHO AND LINDA BATCHO , jointly and severally, in the amount of \$12602.61 with interest at the legal interest rate of 6% per annum from date of judgment plus attorneys' fees of \$1500.00, and costs.

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



JAMES C. WARMERODT, ESQUIRE
PA I.D.#42524
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#04468872

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.

Verification

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating
To unsworn falsifications to authorities, that he/she is Robert Adkins
Accounts Manger of Discover Bank, Plaintiff herein, that he/she is duly authorized to make
this verification, and that the facts set forth in the foregoing Complaint are true and correct to
the best of his/her knowledge, information and belief.

Robert Adkins
Signature

WWR# _____

THE COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA
IN RE: [illegible]
[illegible]
[illegible]
[illegible]
[illegible]

[illegible signature]

FILED

DEC 08 2005

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

DISCOVER BANK
JAMES C WARM BRODT ESQ

W EITMAN, WEINBERG & REISER LLP CIVIL ACTION
(Plaintiff)

2718 KOPPERS BLVD

(Street Address)

436 SEVENTH AVE
PITTSBURG PA 15219

(City, State ZIP)

No. 05-1449 CD

Type of Case: CIVIL ACTION

Type of Pleading: NOTICE TO ANSWER

VS.

Filed on Behalf of:

ANDREW G & LINDA L BATCHO
(Defendant)

ANDREW G & LINDA L BATCHO
(Plaintiff/Defendant)

45 ROCKY BEND RD

(Street Address)

CLEARFIELD PA 16830

(City, State ZIP)

FILED

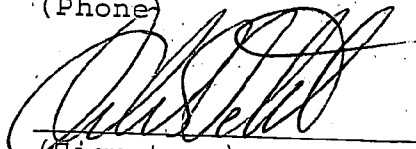
9/2:05 am No CC.
DEC 28 2005 (S)

William A. Shaw
Prothonotary

ANDREW G BATCHO
(Filed by)

45 ROCKY BEND RD
(Address) CLEARFIELD PA 16830

814 765 6121
(Phone)


(Signature)

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

PLAINTIFF

DISCOVER BANK
James C. Warmbrodt, Esq.
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg
436 Seventh Avenue
Pittsburgh, PA 15219

Vs.

DEFENDANT

Andrew G Batcho
Linda Batcho
45 Rockey Bend Road
Clearfield, PA 16830

December 27, 2005

ANSWER AND DEFENSE

ANSWER to Plaintiffs Complaint No. 05-1449 CD filed. I dispute the Plaintiffs Complaint that I owe \$12,602.61 And in support hereof show this court as follows.

FIRST DEFENSE
MOTION TO DISMISS

1. The Defendant Andrew & Linda Batcho move that all allegations contained in the Plaintiffs complaint be dismissed with all costs assessed to Plaintiff.

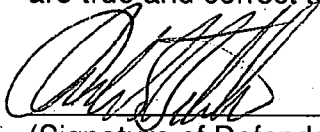
2. Furthermore, there was no exchange of any benefit or detriment between the Plaintiff (collector) and the Defendant (debtor), there is no enforceable agreement. Because these elements are not present, there is a "failure of consideration" and no valid contract or agreement was made.

4. Complaint fails to allege necessary facts such as the terms of the purported agreement, the form of consideration given and the complaint is unsupported by any evidence, details of all records and receipts of charges or transactions made by the Defendant bearing Defendants signature's of any and all such charges between the Plaintiff and the Defendant

Any future complaints in regards to this matter Defendant demands Plaintiff to prove and provide all copies of such charges and transactions with Defendant's signature approving ANY and ALL such charges made by the Defendant. Defendant demands Plaintiff to provide a bona fide copy of a written agreement bearing the Defendant's signature and date agreeing to pay Plaintiff any said charges or transactions.

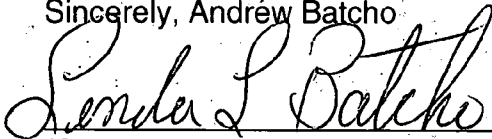
I expect your good faith reply to include all records and receipts of charges or transactions made with Defendants signature's of any such charges and information identified herein, and a copy of "exhibit A" and "exhibit B" which I have not seen to date, within thirty (30) days, before considering your failure to answer a default.

I, Andrew Batcho & Linda Batcho Defendant verify that the facts set forth in this letter are true and correct to the best of my knowledge, information and belief.



(Signature of Defendant)

Sincerely, Andrew Batcho



(Signature of Defendant)

Sincerely, Linda Batcho

1. The undersigned, being a duly qualified and authorized agent of the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the undersigned.

WILLIAM A. SHAW
Prothonotary

WILLIAM A. SHAW
Prothonotary

FILED

DEC 28 2005

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101067
NO: 05-1449-CD
SERVICE # 1 OF 2
AMENDED COMPLAINT

PLAINTIFF: DISCOVER BANK

vs.

DEFENDANT: ANDREW G. BATCHO aka ANDREW G. BATCHO and LINDA BATCHO

SHERIFF RETURN

NOW, December 20, 2005 AT 12:54 PM SERVED THE WITHIN AMENDED COMPLAINT ON ANDREW G. BATCHO aka ANDREW G. BATCHO DEFENDANT AT 45 ROCKY BEND ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ANDREW G. BATCHO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL AMENDED COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED

01/12/2006
MAR 02 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101067
NO: 05-1449-CD
SERVICE # 2 OF 2
AMENDED COMPLAINT

PLAINTIFF: DISCOVER BANK

vs.

DEFENDANT: ANDREW G. BATCHO aka ANDREW G. BATCHO and LINDA BATCHO

SHERIFF RETURN

NOW, December 20, 2005 AT 12:54 PM SERVED THE WITHIN AMENDED COMPLAINT ON LINDA BATCHO DEFENDANT AT 45 ROCKY BEND ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ANDREW G. BATCHO, HOUSEHOLD MEMBER A TRUE AND ATTESTED COPY OF THE ORIGINAL AMENDED COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101067
NO: 05-1449-CD
SERVICES 2
AMENDED COMPLAINT

PLAINTIFF: DISCOVER BANK

vs.

DEFENDANT: ANDREW G. BATCHO aka ANDREW G. BATCHO and LINDA BATCHO

SHERIFF RETURN

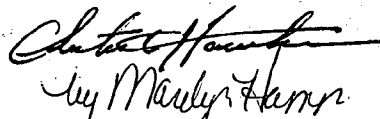
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8264525	20.00
SHERIFF HAWKINS	WELTMAN	8264525	26.00

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

0A

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

DISCOVER BANK,

Plaintiff,

vs.

ANDREW G. BATCHO AKA
ANDREW BATCHO AND
LINDA BATCHO,

Defendants.

Case No.: 05-1449-CD

TYPE OF PLEADING:
MOTION FOR SUMMARY
JUDGMENT

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Holly C. Christian, Esquire
PA I.D. # 94496
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 04468872

FILED
JUL 07 2006
William A. Shaw
Prothonotary/Clerk of Courts

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

DISCOVER BANK,

Plaintiff,

Case No.: 05-1449-CD

vs.

ANDREW G. BATCHO AKA
ANDREW BATCHO AND
LINDA BATCHO,

Defendants.

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

AND NOW COMES, Plaintiff, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby files this Motion for Summary Judgment against the defendants. In support thereof, Plaintiff avers as follows:

1. On or about December 8, 2005, Plaintiff filed an Amended Complaint, attaching both a Statement of Account and Cardmember Agreement, bringing this action against Defendants for payment of credit card debt. A true and correct copy of the Amended Complaint is attached hereto as Exhibit "A" and made a part hereof.

2. On or about December 28, 2005, Defendants filed an Answer failing to specifically deny the material averments of Plaintiff's Amended Complaint and stating there is "no enforceable agreement" between the parties. A true and correct copy of the Answer is attached hereto as Exhibit "B" and made a part hereof.

3. Under Pennsylvania Rule of Civil Procedure 1029(b), the averments of the pleading to which a response is required are deemed admitted when not denied specifically.

4. Defendants' Answer contained no New Matter.

5. Under Pennsylvania Rule of Civil Procedure 1032(a), "a party waives all defenses and objections which are not presented either by preliminary objection, answer or reply..."

6. On or about April 4, 2006, Plaintiff served upon defendants a set of requests for admissions and Requests for Production of Documents. Attached to Plaintiff's Requests were

monthly statements from March 3, 1999 through August 31, 2005 correctly identifying the balance on the account. A true and correct copy of the Requests for Admissions is attached hereto and marked as Exhibit "C".

7. No response to the discovery demands has been received from the defendants.

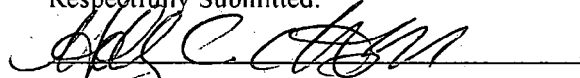
8. The requests for admissions are now deemed admitted under Pennsylvania Rule of Civil Procedure 4014(b). Thus Defendants have admitted: they applied for and received the credit card issued by Discover Bank bearing account number 6011002094513207; they used the credit card issued by Discover Bank; they have never disputed any of the charges on their monthly statements; the monthly statements from March 3, 1999 through August 31, 2005 attached to Plaintiff's First Request for Admissions accurately reflect the account charges and balance due; they are in default of the cardholder agreement for failing to make payments; they have failed to make any payments to Plaintiff on the subject credit card account since December 9, 2004; they received the monthly statements attached to Plaintiff's Requests for Admissions addressed and sent to their current address and the current balance due and owing to Plaintiff by Defendants as of September 11, 2005 is \$12,602.61.

9. Defendants have failed to aver any facts that would establish a meritorious defense to Plaintiff's Complaint.

10. The record in this matter, as set forth above, reveals that there is no genuine issue of any material fact as to a necessary element of Plaintiff's cause of action or the defense thereto which could be established by additional discovery or expert report, and that Plaintiff is entitled to judgment in its favor as matter of law.

WHEREFORE, Plaintiff respectfully requests that this Court grant Summary Judgment in Plaintiff's favor and against Defendants, jointly and severely, Andrew G. Batcho and Linda Batcho, in the amount of \$12,602.61 with interest at the legal interest rate of 6% per annum from the date of the judgment, plus attorneys' fees of \$1,500.00, and costs.

Respectfully Submitted:

A handwritten signature in dark ink, appearing to read "Holly C. Christian", is written over a horizontal line.

Holly C. Christian, Esquire

PA I.D. #94496

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR # 04468872

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

DISCOVER BANK

Plaintiff

vs.

ANDREW G BATCHO
AKA ANDREW G BATCHO
LINDA BATCHO

Defendants

No. 05-1449-CD

AMENDED COMPLAINT IN CIVIL ACTION

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

WWR#04468872

EXHIBIT

"A"

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 05-1449-CD

ANDREW G BATCHO
AKA ANDREW G BATCHO
LINDA BATCHO

Defendants

AMENDED COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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 Drive, Hilliard, OH 43026.
2. Defendants are adult individual (s) residing at the address listed below:

ANDREW G BATCHO - AKA
45 ROCKY BEND RD
CLEARFIELD, PA 16830

LINDA BATCHO
45 ROCKY BEND RD
CLEARFIELD, PA 16830

3. Defendants applied for and received a credit card issued by Plaintiff bearing the account number 6011002094513207. A true and correct copy of Plaintiff's Statement of Account is attached hereto, marked as Exhibit "A" and made a part hereof.

4. Defendants made use of said credit card and have currently a balance due and owing to Plaintiff, as of SEPTEMBER 11, 2005, in the amount of \$12602.61.

5. Defendants are in default of the terms of the Cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable. A true and correct copy of Plaintiff's Cardholder Agreement is attached as Exhibit "B".

6. Plaintiff avers that the Agreement between the parties provides that Defendants 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, Defendants have willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendants, ANDREW G BATCHO AND LINDA BATCHO , jointly and severally, in the amount of \$12602.61 with interest at the legal interest rate of 6% per annum from date of judgment plus attorneys' fees of \$1500.00, and costs.

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

JAMES C. WARMBRODT, ESQUIRE
PA I.D.#42524
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#04468872

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.

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

DISCOVER BANK

Plaintiff

vs.

ANDREW G BATCHO
AKA ANDREW G BATCHO
LINDA BATCHO

Defendants

No. 05-1449-CD

AMENDED COMPLAINT IN CIVIL ACTION

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

WWR#04468872

FILED

DEC 08 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

DISCOVER BANK

Plaintiff

vs.

ANDREW G BATCHO
AKA ANDREW G BATCHO
LINDA BATCHO

Defendants

No. 05-1449-CD

AMENDED COMPLAINT IN CIVIL ACTION

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

WWR#04468872

FILED
1:46
DEC 08 2005

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

DISCOVER BANK
JAMES C WARM BRODT ESQ
W EITMAN, WEINBERG & REIS/6 PA CIVIL ACTION
(Plaintiff)

2718 KOPPERS BLVD

(Street Address)

436 SEVENTH AVE
PITTSBURG PA 15219
(City, State ZIP)

No. 05-1449 CD

Type of Case: CIVIL ACTION

Type of Pleading: NOTICE TO ANSWER

VS.

Filed on Behalf of:

ANDREW G & LINDA L BATCHO
(Defendant)

ANDREW G & LINDA L BATCHO
(Plaintiff/Defendant)

45 ROCKY BEND RD

(Street Address)

CLEARFIELD PA 16830
(City, State ZIP)

FILED

DEC 28 2005


No CC.

William A. Shaw
Prothonotary

ANDREW G BATCHO
(Filed by)

45 ROCKY BEND RD
(Address) CLEARFIELD PA 16830

814 765 6121
(Phone)


(Signature)

EXHIBIT

"B"

04468872

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

PLAINTIFF

DISCOVER BANK

James C. Warmbrodt, Esq.

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

2718 Koppers Bldg

436 Seventh Avenue

Pittsburgh, PA 15219

Vs.

DEFENDANT

Andrew G Batcho

Linda Batcho

45 Rockey Bend Road

Clearfield, PA 16830

December 27, 2005

ANSWER AND DEFENSE

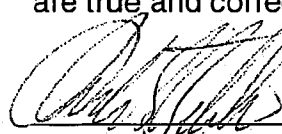
ANSWER to Plaintiffs Complaint No. 05-1449 CD filed. I dispute the Plaintiffs Complaint that I owe \$12,602.61 And in support hereof show this court as follows.

FIRST DEFENSE
MOTION TO DISMISS

1. The Defendant Andrew & Linda Batcho move that all allegations contained in the Plaintiffs complaint be dismissed with all costs assessed to Plaintiff.
 2. Furthermore, there was no exchange of any benefit or detriment between the Plaintiff (collector) and the Defendant (debtor), there is no enforceable agreement. Because these elements are not present, there is a "failure of consideration" and no valid contract or agreement was made.
 4. Complaint fails to allege necessary facts such as the terms of the purported agreement, the form of consideration given and the complaint is unsupported by any evidence, details of all records and receipts of charges or transactions made by the Defendant bearing Defendants signature's of any and all such charges between the Plaintiff and the Defendant
- Any future complaints in regards to this matter Defendant demands Plaintiff to prove and provide all coppies of such charges and transactions with Defendant's signature approving ANY and ALL such charges made by the Defendant. Defendant demands Plaintiff to provide a bona fide copy of a written agreement bearing the Defendant's signature and date agreeing to pay Plaintiff any said charges or transactions.

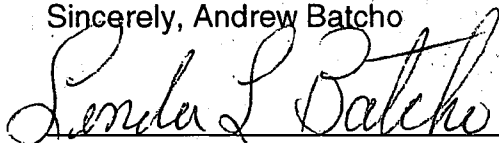
I expect your good faith reply to include all records and receipts of charges or transactions made with Defendants signature's of any such charges and information identified herein, and a copy of "exhibit A" and "exhibit B" which I have not seen to date, within thirty (30) days, before considering your failure to answer a default.

I, Andrew Batcho & Linda Batcho Defendant verify that the facts set forth in this letter are true and correct to the best of my knowledge, information and belief.

A handwritten signature in cursive script, appearing to read "Andrew Batcho", written over a horizontal line.

(Signature of Defendant)

Sincerely, Andrew Batcho

A handwritten signature in cursive script, appearing to read "Linda I Batcho", written over a horizontal line.

(Signature of Defendant)

Sincerely, Linda Batcho

Date: 06/09/2006
Time: 11:20 AM

Clearfield County Court of Common Pleas
Receipt

NO. 1914196
Page 1 of 1

Received of: Weltman Weinberg & Reis Co. LPA \$ 1.00

One and 00/100 Dollars

Case: 2005-01449-CD	Plaintiff: Discover Bank vs. Andrew G. Ba	Amount
Copy Fee		1.00
Total:		1.00

Check: 8330970

Payment Method: Check
Amount Tendered: 1.00
Change Returned: 0.00
Clerk: LMILLER

William A. Shaw, Prothonotary/Clerk of Cou
By: _____
Deputy Clerk

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

DISCOVER BANK,

Plaintiff,

v.

NO.: 05-1449-CD

ANDREW G. BATCHO
AKA ANDREW G. BATCHO
AND LINDA BATCHO

Defendant.

**PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS AND REQUEST FOR
PRODUCTION OF DOCUMENTS**

Plaintiff demands that the defendants answer and respond to the following Request for Production of Documents under oath pursuant to the Pennsylvania Rules of Civil Procedure within 30 days from the date of service hereof.

Plaintiff also demands that defendants answer and respond to the following Request for Admissions pursuant to Pa. Rules of Civil Procedure 4014.

You are requested to admit the truth of each of the statements of fact hereinafter stated. You are instructed that:

1. These requests are made under Pennsylvania Rules of Civil Procedure 4001, et seq., and each of these matters of which an admission is requested shall be deemed admitted unless your sworn statement in compliance with such Rules is timely made.
2. If you do not admit each of such statements, you must specifically deny each one not admitted or set forth in detail the reasons why you cannot truthfully either admit or deny each such matter.
3. Your answer, signed and properly verified, must be delivered to the undersigned attorney of record for the Plaintiff within **thirty (30)** days after delivery hereof.
4. If you fail or refuse to admit the truth of any such statement of fact and the Plaintiff thereafter proves the truth thereof, you may be required to pay the reasonable expenses incurred in making such proof, including attorneys' fees, witness expenses, etc.
5. If, in response to any of the following statements of fact, it is your position that the statement is true in part or as to some items, but not true in full or as to all items, then answer separately as to each part or item.
6. If you have been sued in more than one capacity or if your answers would be different if answered in any different capacity, such as partner, agent, corporate officer or director or the like, then you are requested to answer separately in each such capacity. Failure to do so constitutes an admission in any such capacity.

EXHIBIT
C

7. In these Requests for Admissions:

A. The word "person(s)" means all entities, and, without limiting the generality of the foregoing, includes natural persons, joint owners, associations, companies, partnerships, joint ventures, trusts, and estates;

B. The word "document(s)" means all written, printed, recorded, graphic, or photographic matter, or, sound reproductions, however produced or reproduced, pertaining to any manner to the subject matter indicated;

C. The words "identity", "identify", "identification", when used with respect to a person(s) means to state the full name and present or last known address and business address of such person(s) and, if an actual person, his present or last known job title, and the name and address of his present or last known employers;

D. The words "identity", "identify" "identification", when used with respect to a date, subject matter, name(s) or person(s) that wrote, signed initialed, dictated or otherwise participated in the creation of the same, the name(s) of the addressee or addressees if any and the name(s) and address(es) of each person who have possession, custody, and control of said document(s). If any such document was, but is no longer in your possession, custody, or control, or in existence, state the date and manner of its disposition; and

E. The word "identify", when used with respect to an act (including an alleged offense), occurrence, statement, or conduct (hereinafter collectively called "act"), means to (1) describe the substance of the event or events constituting such an act, and to state the date when such act occurred; (2) identify each and every person(s) participating in such an act; (3) identify all other person(s) (if any) present when such act occurred; (4) state whether any minutes, notes, memoranda, or other record of such act was made; (5) state whether such record now exists; and (6) identify the person(s) presently having possession, custody or control of such record.

8. Unless otherwise indicated, all Requests herein relate to those certain events, persons, and period of time more fully described in the pleading in this case.

9. These requests are of a continuous nature.

These Requests for Production of Documents shall be deemed continuing so as to require supplemental answers and documents if any information or documents are acquired subsequent to the filing of responses hereto, which information or documents would have been included in the answers and documents produced had it been known or available at the time the answers and the documents provided pursuant hereto were produced. Defendants shall supply such information and documents by supplemental answers and production of documents as soon as such information becomes known or available and in all events, prior to trial of this action.

If objection is made to any requests for production of documents, it is demanded that the requests for which there is no objection be answered and furnished within the aforesaid period.

All documents identified in response hereto shall be organized and labeled to correspond with the request to which it pertains. For all documents produced, list the individual and his or

her job title and department from whose files it was produced and the current custodian of said document.

If a document called for is believed to exist or is known to exist, but is in the possession, custody or control of another person or party, the existence of the document, the identity of the possessor, custodian and one in control of such documents shall be provided along with any applicable common description or citation utilized by the publisher, possessor, custodian or disseminator of such document.

If any document called for by this request is withheld on the basis of any claim of privilege or any similar claim, identify that document as follows: author; addressee; indicated or blind copies, date, subject matter; number of pages; attachments or appendices; all persons to whom distributed, shown or explained; present custodian; and nature of the privilege or similar claim asserted.

REQUEST FOR PRODUCTION OF DOCUMENTS 1:

Produce any and all documents evidencing proof of all payments on the subject credit card referenced in the Complaint, including, but not limited to, cancelled checks, receipts, coupons, statements, accountings, memoranda, invoices, financial statements, accounting entries, diaries, charts, lists, phone records, data compilations etc.

REQUEST FOR PRODUCTION OF DOCUMENTS 2:

Produce any and all documents you intend to introduce and/or provide testimony on as evidence at the time of trial.

REQUEST FOR ADMISSION NO. 1:

Defendants have made no payment on the credit card since December 9, 2004.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 1 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 2:

Defendants applied for and received the credit card referenced in Plaintiff's Complaint.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 2 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 3:

Defendants used the herein referenced credit card.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 3 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 4:

The attached monthly statements, from March 3, 1999 through August 31, 2005, correctly identify the payments, charges, and balances on the account.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 4 is "denied", then supply copies of canceled checks, both front and back, and/or if not available, specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 5:

The current balance due and owing to Plaintiff by Defendants is \$12,602.61.

Admitted _____

Denied _____

If the answer to the Request for Admissions No. 5 is "denied", then supply copies of specific written disputes as to any billing inaccuracies.

REQUEST FOR ADMISSION NO. 6:

Defendants are in default of the cardholder agreement for failing to make payments.

Admitted _____

Denied _____

If the answer to Request for Admissions No.6 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO.7:

Defendants have not submitted any written dispute as to billing inaccuracy concerning the credit card in question.

Admitted _____

Denied _____

If the answer to Request for Admissions No.7 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO.8:

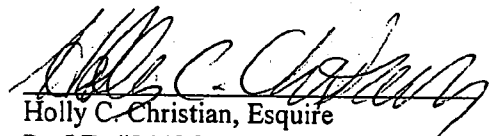
Defendants received the attached monthly statements addressed and sent to their current address.

Admitted _____

Denied _____

If the answer to Request for Admissions No.8 is "denied", then supply specific written documentation supporting the denial.

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

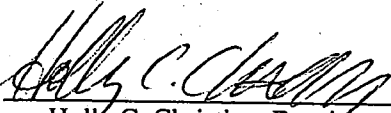

Holly C. Christian, Esquire
Pa. I.D. #94496
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR: 04468872

CERTIFICATE OF SERVICE

A true and correct copy of Plaintiff's First Request for Production of Documents and Request for Admissions has been served by U.S. Mail, on the 5th day of April, 2006, upon the following:

Andrew G. Batcho
45 Rocky Bend Road
Clearfield, PA 16830-1002

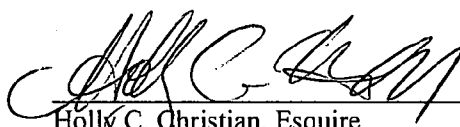
Linda Batcho
45 Rocky Bend Road
Clearfield, PA 16830-1002

By: 
Holly C. Christian, Esquire

VERIFICATION

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

Date




Holly C. Christian, Esquire

CERTIFICATE OF SERVICE

A true and correct copy of the within Plaintiff's Motion for Summary Judgment has been served
by U.S. Mail, Postage Pre-Paid, on 27 of June 2006 upon the following:

Andrew G. Batcho
45 Rockey Bend Road
Clearfield, PA 16830

Linda Batcho
45 Rockey Bend Road
Clearfield, PA 16830

BY: 
Holly C. Christian, Esquire

2019-2020

[Faint handwritten notes at the bottom of the page]

[Handwritten musical notation]

100-100000
 100-100000
 100-100000

1944-1945
 1946-1947
 1948-1949

1914年10月10日

FILED
JUL 07 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

DISCOVER BANK,

Plaintiff,

Case No.: 05-1449-CD

vs.

ANDREW G. BATCHO AKA
ANDREW G. BATCHO AND
LINDA BATCHO,

Defendants.

ORDER OF COURT

AND NOW, to-wit, this ____ day of _____, 2006, upon this Court's consideration of Plaintiff's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Plaintiff is awarded judgment against defendants, Andrew G. Batcho aka Andrew Batcho and Linda Batcho, in the amount of \$12,602.61 with interest at the legal interest rate of 6% per annum from the date of the judgment, plus attorneys' fees of \$1,500.00, and costs.

BY THE COURT

J.

911

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

DISCOVER BANK,

Plaintiff,

vs.

ANDREW G. BATCHO AKA
ANDREW BATCHO AND
LINDA BATCHO,

Defendants.

Case No.: 05-1449-CD

TYPE OF PLEADING:
**BRIEF IN SUPPORT OF
MOTION FOR SUMMARY
JUDGMENT**

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Holly C. Christian, Esquire
PA I.D. # 94496
WELTMAN, WEINBERG & REIS
CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 04468872

RECEIVED

JUL 10 2006

COURT ADMINISTRATIVE
OFFICE

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

DISCOVER BANK,

Plaintiff,

Case No.: 05-1449-CD

vs.

ANDREW G. BATCHO AKA
ANDREW BATCHO AND
LINDA BATCHO,

Defendants.

BRIEF IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

AND NOW, comes the Plaintiff, by and through its attorneys, Weltman, Weinberg & Reis Co., L.P.A., and files the following Brief in Support of Plaintiff's Motion for Summary Judgment.

FACTS OF CASE

On December 8, 2005, Plaintiff filed an Amended Complaint against Defendants for a balance owed on a credit card account. On December 28, 2005, Defendants filed an Answer to the Complaint failing to specifically deny the material averments in Plaintiff's Amended Complaint, but rather alleging an enforceable agreement does not exist between Plaintiff and Defendants. On April 4, 2006, Plaintiff served Defendant with Requests for Admissions and Request for Production of Documents. No response to the

discovery demands has been received from the Defendants. Plaintiff has filed a Motion for Summary Judgment, and submits this Brief in support thereof.

LEGAL ARGUMENT

Summary judgment is proper where the pleadings, depositions, answers to interrogatories, admissions on file, and affidavits demonstrate that there exists no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law. Pa. R.C.P. 1035.2(1); Horne v. Haladay, 728 A.2d 954, 955 (Pa.Super. 1999). Under Pennsylvania law, the purpose of summary judgment is to avoid unnecessary trials and to eliminate the waste of time and resources of both litigants where a trial would be a useless formality. Curran v. Children's Service Center, Inc., 396 Pa.Super. 29, 578 A.2d 8 (1990), appeal denied, 526 Pa. 648, 585 A.2d 468 (1991).

In their response, Defendants failed to specifically deny the material averments of Plaintiff's Amended Complaint. Rather, Defendants aver an agreement does not exist between the two parties. Attached to Plaintiff's Amended Complaint and marked as Exhibit "B" is a true and correct copy of the cardholder agreement. Defendants are bound by the terms of the cardmember agreement by and through their use of the Discover Credit Card. Defendants fail to provide any documentation evidencing any accord and satisfaction with the Plaintiff or subsequent agreement other than the original cardmember agreement.

Secondly, Defendants dispute the balance due and owing Plaintiff. Attached to Plaintiff's Requests for Admissions, Plaintiff provided true and correct copies of monthly statements dated March 3, 1999 through August 31, 2005 correctly identifying the

payments, charges and balances on the account. Defendants offer neither the date of which they supposedly made an unrecorded payment nor the amount of payment. They have failed to provide any written dispute as to the balance due. In fact, Defendants have offered no information or evidence of any kind to support their contention that the amount is not accurate. Bald unsupported assertions of conclusory accusations cannot create a genuine issue of material fact to preclude the entry of summary judgment. McCain v. Pennbank, 379 Pa.Super.313,549 A.2d 1311 (1988); Golashevsky vs. Commonwealth, Department of Environment Resources, 683 A.2d 1299, 1302 (Pa.Cmwth.,1996).

Furthermore, Defendants failed to respond to Plaintiff's Requests for Admissions which matters are therefore deemed admitted. See, Pa. R.C.P. 4014(b). Consequently, Defendants have admitted: they applied for, received and used the credit card issued by Discover bank; the monthly statements attached to Plaintiff's Requests for Admissions accurately identify the payments, charges and balances on the account; they are in default of the cardholder agreement for failing to make payments; they have not submitted any written dispute as to any billing inaccuracy concerning the credit card in question; they received the monthly statements addressed and sent to their current address and the current balance due and owing Plaintiff by Defendants as of September 11, 2005 is \$12,602.61.

Plaintiff requested that Defendant admit or deny matters of fact, as opposed to legal opinions or conclusions of law, thus Plaintiff's requested admissions were properly within the scope of Rule 4014. See, Christian v. Pennsylvania Financial Responsibility Assigned Claims Plan, 686 A.2d 1, 454 Pa.Super. 512 (1996), reargument denied; appeal

denied, 699 A.2d 733, 548 Pa. 678. Thus, Defendants' responses to the requested admissions may serve as a basis for summary judgment. Richard T. Byrnes Co., Inc. v. Buss Automation, Inc., 609 A.2d 1360, 1367, 415 Pa.Super. 549, 563-564 (1992).

Here, the Amended Complaint allegations and the Request for Admissions substantiate the debt owed by the Defendant. Defendants have been given ample opportunity to validly dispute this debt and yet they have presented no evidence of any kind. Defendants have failed to aver any facts that would establish a defense to the Plaintiff's claims, and have waived any defenses that might have been raised under New Matter. Pa. R.C.P. 1032(a). There are no triable issues of fact in dispute and summary judgment in Plaintiff's favor is warranted.

CONCLUSIONS

For the reasons set forth above, it is clear that there are no material facts to be established at a trial, and that Plaintiff is entitled to a judgment in its favor as a matter of law, and therefore summary judgment should be entered in favor of the Plaintiff and against the Defendants.

Respectfully Submitted:



Holly C. Christian, Esquire

PA I.D. #94496

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#04468872

CERTIFICATE OF SERVICE

A true and correct copy of the within Plaintiff's Brief in Support of Motion for Summary Judgment has been served by U.S. Mail, Postage Pre-Paid, on 27th of June, 2006 upon the following:

Andrew G. Batcho
45 Rockey Bend Road
Clearfield, PA 16830

Linda Batcho
45 Rockey Bend Road
Clearfield, PA 16830

BY: 
Holly C. Christian, Esquire

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

DISCOVER BANK

vs.

No. 05-1449-CD

ANDREW G. BATCHO AKA
ANDREW BATCHO AND
LINDA BATCHO

ORDER

AND NOW, this 27 day of July, 2006, it is the ORDER of the Court that argument on Plaintiff's Motion for Summary Judgment in the above-captioned matter is hereby scheduled for **Friday, September 1, 2006 at 9:30 A.M.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA. One half (1/2) hour has been allotted for purpose of this argument.

It is the responsibility of Plaintiff's Counsel to serve certified copies of said Petition and scheduling Order on the Defendants.

BY THE COURT


HONORABLE FREDRIC J. AMMERMAN
President Judge

FILED 4cc

010:35/81
JUL 28 2006

William A. Shaw
Prothonotary/Clerk of Courts

FILED
JUL 28 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

DISCOVER BANK,

Plaintiff,

vs.

ANDREW G. BATCHO A/K/A
ANDREW BATCHO AND LINDA
BATCHO,

Defendants.

No. 05-1449-C~~D~~

AFFIDAVIT OF SERVICE
FOR ORDER

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R. Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#04468872

FILED ^{NOCC}
m 11:34/51
AUG 23 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

DISCOVER BANK,

Plaintiff,

No. 05-1449-CV

vs.

ANDREW G. BATCHO A/K/A
ANDREW BATCHO AND LINDA
BATCHO,

Defendants.

AFFIDAVIT OF SERVICE FOR ORDER

Before me, the undersigned authority, a Notary Public, in and for said County and State, personally appeared Benjamin R. Bibler, Esquire, known to me, who being duly sworn according to law, deposes and says that he served a copy of the Order to the Defendants, Andrew Batcho and Linda Batcho, on August 8, 2006, at their last known address of 45 Rockey Bend Rd, Clearfield, PA 16830. A true and correct copy of the cover letter which was sent to Defendants enclosing a copy of the Order is attached hereto, marked as Exhibit "1" and made a part hereof.

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

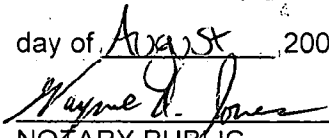
By: 

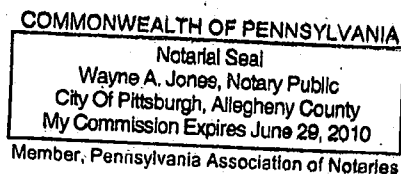
Benjamin R. Bibler, Esquire
PA I.D. #93598

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

Sworn to and subscribed
before me this 16

day of August, 2006.


NOTARY PUBLIC



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

ATTORNEYS AT LAW
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
412.434.7955
www.weltman.com



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609.914.0437
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CINCINNATI, OH
513.723.2200
CLEVELAND, OH
216.685.1000
COLUMBUS, OH
614.228.7272
DETROIT, MI
248.362.6100
PHILADELPHIA, PA
215.599.1500

August 8, 2006

ANDREW G BATCHO
45 ROCKY BEND RD
CLEARFIELD, PA 16830

Re: Discover vs. Batcho
Case No. 05-1449-CD
Our file No. 04468872

Dear Mr. Batcho:

Enclosed please find a copy of the Order issued on July 27, 2006 in the Court of Common Pleas of Clearfield County, Pennsylvania.

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Kimberly Coyne', with a long, sweeping horizontal line extending to the right.

Kimberly Coyne, Paralegal

Enclosure

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

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

ATTORNEYS AT LAW
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
412.434.7955
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COLUMBUS, OH
614.228.7272
DETROIT, MI
248.362.6100
PHILADELPHIA, PA
215.599.1500

August 8, 2006

LINDA BATCHO
45 ROCKY BEND RD
CLEARFIELD, PA 16830

Re: Discover vs. Batcho
Case No. 05-1449-CD
Our file No. 04468872

Dear Ms. Batcho:

Enclosed please find a copy of the Order issued on July 27, 2006 in the Court of Common Pleas of Clearfield County, Pennsylvania.

Thank you for your attention to this matter.

Very truly yours,


Kimberly Coyne, Paralegal

Enclosure

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

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

DISCOVER BANK

vs.

No. 05-1449-CD

ANDREW G. BATCHO AKA
ANDREW BATCHO AND
LINDA BATCHO

ORDER

AND NOW, this 27 day of July, 2006, it is the ORDER of the Court that argument on Plaintiff's Motion for Summary Judgment in the above-captioned matter is hereby scheduled for **Friday, September 1, 2006 at 9:30 A.M.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA. One half (1/2) hour has been allotted for purpose of this argument.

It is the responsibility of Plaintiff's Counsel to serve certified copies of said Petition and scheduling Order on the Defendants.

BY THE COURT:

/s/ Fredric J. Ammerman

HONORABLE FREDRIC J. AMMERMAN
President Judge

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

JUL 28 2006

Attest,

Will L. R.
Prothonotary/
Clerk of Courts

IN THE COUNTY OF ...
...
...

...

...

...

...

...

...

...

...

William A. Shaw
Prothonotary/Clerk of Courts

AUG 23 2006

FILED

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DISCOVER BANK

-VS-

No. 05-1449-CD

ANDREW G. BATCHO, AKA
ANDREW BATCHO AND LINDA
BATCHO

FILED
012:4830
SEP 01 2006

William A. Shaw
Prothonotary/Clerk of Courts

2 CC Wamboldt + Christian
2 CC Debs - 45 Rocky Bend Rd.
Clearfield, PA
16830

ORDER

NOW, this 1st day of September, 2006, this being the date set for argument on the Plaintiff's Motion for Summary Judgment; the Court noting that the Defendants have not filed an Answer to the Motion for Summary Judgment nor have they appeared before the Court today; upon review of the record, and the Court believing the entry of Summary Judgment is appropriate, it is the ORDER of this Court that the Motion for Summary Judgment be and is hereby granted. Judgment is hereby entered in the Plaintiff's favor against the Defendants, jointly and severally, Andrew G. Batcho and Linda Batcho, in the amount of Twelve Thousand Six Hundred Two Dollars and Sixty-One (\$12,602.61) Cents, with interest at the legal rate of six (6) percent per year from the date of judgment, plus attorney's fees of One Thousand Five Hundred (\$1,500.00) Dollars, and costs of suit.

BY THE COURT


President Judge

FILED

SEP 01 2006

William A. Shaw
Prothonotary/Clerk of Courts

DATE 9/1/06

☐ You are responsible for serving all appropriate parties.

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

Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other ☐

Defendant(s) ☒ Defendant(s) Attorney ☐

☒ Special Instructions:

Please file Receipt to Enter
Judgment with \$200.00 filing fee.

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

DISCOVER BANK

Plaintiff

vs.

ANDREW C. BATCHO a/k/a
ANDREW BATCHO and LINDA BATCHO

Defendant.

Case No.: 05-1449-CD

TYPE OF PLEADING

**PRAECIPE FOR JUDGMENT
PER ORDER OF COURT**

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Holly C. Christian, Esquire
Pa. I.D. 94496
Weltman, Weinberg & Reis, Co. LPA
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED

OCT 10 2006

m/1:05/w

William A. Shaw

Prothonotary/Clerk of Courts

CERT w/NOTICE TO

DEPT'S

CERT TO ATT

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

DISCOVER BANK

Plaintiff

Case No.: 05-1449-CD

vs.

ANDREW C. BATCHO a/k/a
ANDREW BATCHO and LINDA BATCHO

Defendants.

PRAECIPE FOR JUDGMENT

TO THE PROTHONOTARY:

Pursuant to Pa.R.C.P. 237, I certify that a copy of this Praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

In light of the Court Order granting Judgment in favor of Plaintiff on September 1, 2006, kindly enter Judgment against the Defendants, Andrew C. Batcho a/k/a Andrew Batcho and Linda Batcho, in the amount of \$14,102.61 computed as follows:

Amount Awarded per Order: \$12,602.61

Interest from the date of judgment
at the legal rate of 6.0% per annum:

Attorneys' Fees: \$1,500.00

TOTAL: \$14,102.61

Attached is a copy of the Court Order in favor of Plaintiff for Judgment.

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

By: 

Holly C. Christian, Esquire

Pa. I.D. 94496

Weltman, Weinberg & Reis, Co. LPA

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

Plaintiff's address is: Weltman, Weinberg & Reis, 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219

And Defendant's address is: 45 ROCKY BEND RD, CLEARFIELD, PA 16830

WWR No. 04468872

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DISCOVER BANK

-VS-

No. 05-1449-CD

ANDREW G. BATCHO, AKA
ANDREW BATCHO AND LINDA
BATCHO

O R D E R

NOW, this 1st day of September, 2006, this being the date set for argument on the Plaintiff's Motion for Summary Judgment; the Court noting that the Defendants have not filed an Answer to the Motion for Summary Judgment nor have they appeared before the Court today; upon review of the record, and the Court believing the entry of Summary Judgment is appropriate, it is the ORDER of this Court that the Motion for Summary Judgment be and is hereby granted. Judgment is hereby entered in the Plaintiff's favor against the Defendants, jointly and severally, Andrew G. Batcho and Linda Batcho, in the amount of Twelve Thousand Six Hundred Two Dollars and Sixty-One (\$12,602.61) Cents, with interest at the legal rate of six (6) percent per year from the date of judgment, plus attorney's fees of One Thousand Five Hundred (\$1,500.00) Dollars, and costs of suit.

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

BY THE COURT,
/s/ Fredric J. Ammerman

President Judge

SEP 01 2006

Attest.

William L. ...
Prothonotary/
Clerk of Courts

4468872

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

DISCOVER BANK

Plaintiff

Case No.: 05-1449-CD

vs.

ANDREW C. BATCHO a/k/a
ANDREW BATCHO and LINDA BATCHO

Defendant.

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendants
 ☐ Garnishee

You are hereby notified that the following Order or Judgment was
entered against you on Oct. 16, 2001.

(xx) Assumpsit Judgment in the amount
 of \$14,102.61, plus interest at 6.0% per annum, plus costs.

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

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

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

Prothonotary

ANDREW G BATCHO
45 ROCKY BEND RD
CLEARFIELD, PA 16830

By: 
PROTHONOTARY (OR DEPUTY)

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

DISCOVER BANK

Plaintiff

Case No.: 05-1449-CD

vs.

ANDREW C. BATCHO a/k/a
ANDREW BATCHO and LINDA BATCHO

Defendant.

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendants
 ☐ Garnishee

You are hereby notified that the following Order or Judgment was
entered against you on 05.10.05.

(xx) Assumpsit Judgment in the amount
 of \$14,102.61, plus interest at 6.0% per annum, plus costs.

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

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

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

Prothonotary

Linda Batcho
45 Rocky Bend Rd
Clearfield, Pa 16830

By: 
PROTHONOTARY (OR DEPUTY)

RECEIVED
FEB 17 2006
COURT

FILED
OCT 10 2006

FILED

OCT 10 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN SENATE
JANUARY 10, 2006
REPORT
OF THE
COMMISSIONER
OF THE
DEPARTMENT OF
TREASURY
AND
FINANCE
FOR THE
YEAR
END
DECEMBER
31, 2005

THE COMMISSIONER OF THE
DEPARTMENT OF TREASURY
AND FINANCE
HAS THE HONOR TO
REPORT TO THE SENATE
FOR THE YEAR
END DECEMBER
31, 2005

IN SENATE
JANUARY 10, 2006

THE COMMISSIONER OF THE
DEPARTMENT OF TREASURY
AND FINANCE
HAS THE HONOR TO
REPORT TO THE SENATE
FOR THE YEAR
END DECEMBER
31, 2005

THE COMMISSIONER OF THE
DEPARTMENT OF TREASURY
AND FINANCE
HAS THE HONOR TO
REPORT TO THE SENATE
FOR THE YEAR
END DECEMBER
31, 2005

IN SENATE
JANUARY 10, 2006

REPORT OF THE COMMISSIONER OF THE DEPARTMENT OF TREASURY AND FINANCE FOR THE YEAR END DECEMBER 31, 2005

REPORT

REPORT OF THE COMMISSIONER OF THE DEPARTMENT OF TREASURY AND FINANCE FOR THE YEAR END DECEMBER 31, 2005

REPORT

REPORT OF THE COMMISSIONER OF THE DEPARTMENT OF TREASURY AND FINANCE FOR THE YEAR END DECEMBER 31, 2005

REPORT OF THE COMMISSIONER OF THE DEPARTMENT OF TREASURY AND FINANCE FOR THE YEAR END DECEMBER 31, 2005

REPORT OF THE COMMISSIONER OF THE DEPARTMENT OF TREASURY AND FINANCE FOR THE YEAR END DECEMBER 31, 2005

REPORT OF THE COMMISSIONER OF THE DEPARTMENT OF TREASURY AND FINANCE FOR THE YEAR END DECEMBER 31, 2005

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

DISCOVER BANK

Plaintiff

vs.

ANDREW G BATCHO
AKA ANDREW BATCHO
LINDA BATCHO

Defendant

CLEARFIELD BANK & TRUST CO,

Garnishee,

No. : --05-1449-CD

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

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#04468872

FILED (Eu)

JAN 19 2006

w/1:30/wn

William A. Shaw

Prothonotary/Clerk of Courts

3 SENT TO SHFP
w/6w nts

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. : --05-1449-CD

ANDREW G BATCHO
AKA ANDREW BATCHO
LINDA BATCHO

Defendant

CLEARFIELD BANK & TRUST CO,

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 ANDREW G BATCHO and LINDA BATCHO, Defendant
3. against CLEARFIELD BANK & TRUST CO, Garnishee
4. Judgment Amount \$ 14102.61
- Interest \$ 224.87
- Costs \$
- SUBTOTAL:** \$ **14327.48**
- Costs (to be added by Prothonotary): \$

Prothonotary costs 125-

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#04468872

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

DISCOVER BANK
Plaintiff

vs.

Civil Action No. : --05-1449-CD

ANDREW G BATCHO
AKA ANDREW BATCHO
LINDA BATCHO
Defendant

CLEARFIELD BANK & TRUST CO
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: ANDREW G BATCHO and LINDA BATCHO
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\$ 14327.48

Costs to be added..... \$ _____

Prothonotary

Prothonotary costs
Prothonotary costs

125



Deputy

DATED: Jan. 19, 2007

WWR#04468872

IF SOCIAL SECURITY OR SUPPLEMENTAL SECURITY INCOME FUNDS ARE
DIRECTLY DEPOSITED INTO AN ACCOUNT OF THE DEFENDANT, THE LEVY
AND ATTACHMENT SHALL NOT INCLUDE ANY FUNDS THAT MAY BE TRACED
TO SUCH DIRECT DEPOSITS. IN ADDITION, THE LEVY AND ATTACHMENT
SHALL NOT INCLUDE \$300.00 IN THE ACCOUNT OF THE DEFENDANT.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

DISCOVER BANK
Plaintiff

No. : --05-1449-CD

vs.

ANDREW G BATCHO
AKA ANDREW BATCHO
LINDA BATCHO
Defendant

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.

William A. Shaw
Prothonotary/Clerk of Courts

JAN 19 2007

FILED

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

DISCOVER BANK
Plaintiff

vs.

Civil Action No. : --05-1449-CD

ANDREW G BATCHO
AKA ANDREW BATCHO
LINDA BATCHO
Defendant

CLEARFIELD BANK & TRUST CO
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: ANDREW G BATCHO and LINDA BATCHO
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\$ 14327.48

Costs to be added..... \$ _____

Prothonotary costs

125.00

Prothonotary



Deputy

DATED: JAN. 19, 2009.

WWR#04468872

IF SOCIAL SECURITY OR SUPPLEMENTAL SECURITY INCOME FUNDS ARE DIRECTLY DEPOSITED INTO AN ACCOUNT OF THE DEFENDANT, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE ANY FUNDS THAT MAY BE TRACED TO SUCH DIRECT DEPOSITS. IN ADDITION, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE \$300.00 IN THE ACCOUNT OF THE DEFENDANT.

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

DISCOVER BANK

Plaintiff

vs.

ANDREW G BATCHO
AKA ANDREW BATCHO
LINDA BATCHO

Defendant

and

CLEARFIELD BANK & TRUST CO

Garnishee

No. : --05-1449-CD

**INTERROGATORIES IN ATTACHMENT
CLEARFIELD BANK & TRUST CO**

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#04468872

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No.: --05-1449-CD

ANDREW G BATCHO
AKA ANDREW BATCHO
LINDA BATCHO
Defendant

and

CLEARFIELD BANK & TRUST CO
Garnishee

TO: CLEARFIELD BANK & TRUST CO.
N 2ND & BRIDGE STREET
CLEARFIELD, PA 16830

Suggested Reference No.: XXX-XX-9311

RE: ANDREW G BATCHO
LINDA BATCHO
45 ROCKY BEND RD
CLEARFIELD, PA 16830

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.

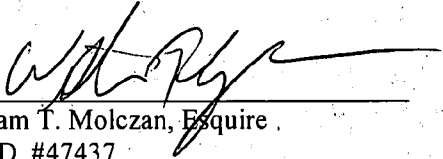
9. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

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#04468872

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102353
NO: 05-1449-CD
SERVICE # 1 OF 1
WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: DISCOVER BANK
vs.
DEFENDANT: ANDREW G. BATCHO aka ANDREW BATCHO and
LINDA BATCHO
TO: CLEARFIELD BANK & TRUST CO., Garnishee

FILED

013:11/26N
JAN 24 2007

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

NOW, January 23, 2007 AT 11:08 AM SERVED THE WITHIN WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON CLEARFIELD BANK & TRUST CO., Garnishee DEFENDANT AT N 2nd & BRIDGE ST, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CAROL A. LUZIER, ASSISTANT MANAGER A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8371698	10.00
SHERIFF HAWKINS	WELTMAN	8371698	20.39

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

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

DISCOVER BANK
Plaintiff

vs.

Civil Action No. : --05-1449-CD

ANDREW G BATCHO
AKA ANDREW BATCHO
LINDA BATCHO
Defendant

CLEARFIELD BANK & TRUST CO
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: ANDREW G BATCHO and LINDA BATCHO
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\$ 14327.48

Costs to be added..... \$ _____

Prothonotary costs \$ 125.00

Rec'd 1-19-07 @ 3:00 pm
Christopher A. Hawker Sheriff
by Marilyn Hamr

Prothonotary



Deputy

DATED: JAN. 19, 2007.

WWR#04468872

IF SOCIAL SECURITY OR SUPPLEMENTAL SECURITY INCOME FUNDS ARE DIRECTLY DEPOSITED INTO AN ACCOUNT OF THE DEFENDANT, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE ANY FUNDS THAT MAY BE TRACED TO SUCH DIRECT DEPOSITS. IN ADDITION, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE \$300.00 IN THE ACCOUNT OF THE DEFENDANT.

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

DISCOVER BANK

Plaintiff

vs.

ANDREW G BATCHO
AKA ANDREW BATCHO
LINDA BATCHO

Defendant

and

CLEARFIELD BANK & TRUST CO

Garnishee

No. : --05-1449-CD

**INTERROGATORIES IN ATTACHMENT
CLEARFIELD BANK & TRUST CO**

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#04468872

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No.: --05-1449-CD

ANDREW G BATCHO
AKA ANDREW BATCHO
LINDA BATCHO
Defendant

and

CLEARFIELD BANK & TRUST CO
Garnishee

TO: CLEARFIELD BANK & TRUST CO.
N 2ND & BRIDGE STREET
CLEARFIELD, PA 16830

Suggested Reference No.: XXX-XX-9311

RE: ANDREW G BATCHO
LINDA BATCHO
45 ROCKY BEND RD
CLEARFIELD, PA 16830

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#04468872

FILED

JAN 24 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN RE: [Illegible]
[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

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

DISCOVER BANK

(Plaintiff)

WELTMAN, WEINBERG & REIS CO

(Street Address)

2718 KOPPERS BUILDING

436 SEVENTH AVE

PITTSBURGH, PA 15219

(City, State Zip)

CIVIL ACTION

No. 05-1449-CD

TypeCase: CIVIL

Type of Pleading: Answers to
Interrogatories

VS.

Filed on Behalf of:
Clearfield Bank & Trust Company

(Garnishee)

ANDREW G. BATCHO
AKA ANDREW BATCHO
LINDA BATCHO (Defendant)

Lori A. Kurtz

(Filed by)

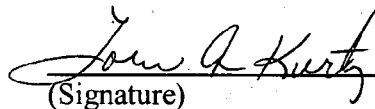
11 N. 2nd St., P.O. Box 171

Clearfield, PA 16830

(Address)

814-765-7551 or 814-762-8825

(Phone)


(Signature)

FILED ^{2cc}
01/31/07 4361 CBT
FEB 12 2007 (CK)

William A. Shaw
Prothonotary/Clerk of Courts

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

DISCOVER BANK

PLAINTIFF

VS.

No.: 2005-1449-CD

ANDREW G. BATCHO
AKA ANDREW BATCHO
LINDA BATCHO

DEFENDANT(s)

AND

CLEARFIELD BANK & TRUST COMPANY

GARNISHEE(s)

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 is

Checking account #12428973 \$5.52

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.

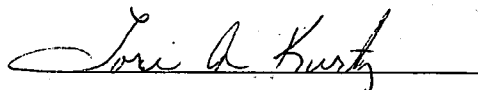
The answer to the Plaintiff's interrogatories to #9 is No.

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

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

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

Date February 12, 2007



Lori A. Kurtz
Collection Manager
Clearfield Bank & Trust Company

FILED

FEB 12 2007

William A. Shaw
Prothonotary/Clerk of Courts

CIVIL DIVISION

RECEIVED

U.S. DISTRICT COURT

U.S. DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA

DEPT. OF JUSTICE

AND

THE BANK OF AMERICA

(Case No. 07-10000)

In re: The Bank of America

The Bank of America & Trust Company, Defendant, has moved to set aside the order of the Court dated February 1, 2007.

The Bank of America & Trust Company, Defendant, has moved to set aside the order of the Court dated February 1, 2007.

The Bank of America & Trust Company, Defendant, has moved to set aside the order of the Court dated February 1, 2007.

Respectfully,
February 12, 2007

The Bank of America & Trust Company, Defendant, has moved to set aside the order of the Court dated February 1, 2007.

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W. A. Shaw
Prothonotary/Clerk of Courts
U.S. District Court
Eastern District of Pennsylvania
Philadelphia

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

DISCOVER BANK

Plaintiff

vs.

ANDREW G BATCHO
LINDA BATCHO

Defendant

CLEARFIELD BANK

Garnishee

No. 05-1449-CD

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

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#04468872

FILED ICC Atty
m/2:12m Warmbrodt
MAR 05 2007

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. 05-1449-CD

ANDREW G BATCHO
LINDA BATCHO

Defendant

CLEARFIELD BANK

Garnishee

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

TO THE PROTHONOTARY OF COUNTY:

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

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

By: 

James C. Warbrodt

PA I.D #42524

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#04468872

Sworn to and subscribed

Before me the 23

Day of FEBRUARY

, 2007


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Wendy L. Gault, Notary Public

City Of Pittsburgh, Allegheny County

My Commission Expires July 15, 2010

Member Pennsylvania Association of Notaries

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

DEPT. OF JUSTICE

RECEIVED

OFFICE OF THE ATTORNEY GENERAL

WASHINGTON, D.C.

DEPT. OF JUSTICE

WASHINGTON, D.C.

DEPT. OF JUSTICE

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

DEPT. OF JUSTICE

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

DEPT. OF JUSTICE

DEPT. OF JUSTICE

DEPT. OF JUSTICE

FILED

MAR 05 2007

William A. Shaw
Prothonotary/Clerk of Courts

DEPT. OF JUSTICE