

05-1450-CD  
Discover Bank vs Betsy Spencer et al

Discover Bank vs. Betsy S. Spencer  
2005-1450-CD

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

DISCOVER BANK

Plaintiff

vs.

BETSY S SPENCER  
AKA BETSY SPENCER

Defendant

No: 05-1450-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  
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04469716 C A Pit KMJ

**FILED** NO CC  
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SEP 19 2005

William A. Shaw  
Prothonotary

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No

BETSY S SPENCER

Defendant

COMPLAINT AND NOTICE TO DEFEND

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

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

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

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

COMPLAINT

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

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

BETSY S SPENCER  
419 KNARR STREET  
DU BOIS, PA 15801

3. Defendant applied for and received a credit card issued by  
Plaintiff bearing the account number 6011298620121966 . A copy of  
Plaintiff's Statement of Account s attached hereto, marked as Exhibit  
"A" and made a part hereof.

4. Defendant made use of said credit card and currently has a balance  
due and owing to Plaintiff, as of September 12, 2005 , in the amount  
of \$7236.63 .

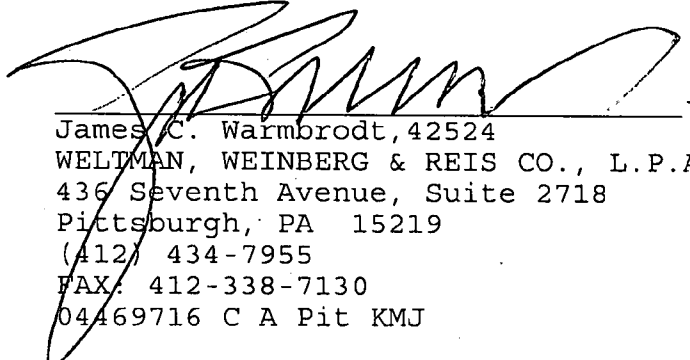
5. Defendant is in default by failing to make payments when due.

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

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

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

Wherefore, the Plaintiff prays for Judgment in its favor and against Defendant , BETSY S SPENCER , individually , in the amount of \$7236.63 with interest at the legal rate of 6.000% per annum from date of judgment plus attorneys' fees of \$1000.00 , and costs.



James C. Warmbrodt, 42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, Suite 2718  
Pittsburgh, PA 15219  
(412) 434-7955  
FAX: 412-338-7130  
04469716 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.

August 19, 2005

Please make check payable to Discover Platinum Card. Minimum payment due includes a past due amount of \$741.00.

20 SDSN6A01 0009910  
BETSY SPENCER  
419 CNARR STREET  
DU BOIS PA 15801

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

4469710

PO BOX 15251  
WILMINGTON DE 19886-5251

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

000006011298620121966072366300000000090200

# Discover Platinum Card Account Summary

Closing Date: July 20, 2005

page 1 of 2

account number 6011 2986 2012 1966  
payment due date August 19, 2005  
minimum payment due \$902.00  
credit limit \$6,000  
credit available \$0  
cash credit limit \$3,000.00  
cash credit available \$0.00

previous balance	\$7,011.31
payments and credits	0.00
purchases	+ 74.00
cash advances	+ 0.00
balance transfers	+ 0.00
FINANCE CHARGES	+ 151.32
new balance	= \$7,236.63

You may be able to avoid Periodic Finance Charges, see the reverse side for details.

## Cashback Bonus®

Cashback Bonus® Anniversary Date: February 20

Previous Cashback Bonus Award Balance	\$ 3.37
Purchase Award This Period	+ 0.00
Cashback Bonus Award Total	3.37
Redemptions This Period	- 0.00

Cashback Bonus Award Balance	3.37
Award Available to Redeem	\$ 0.00

## Transactions

	trans. date	post date		
Other/Miscellaneous	Jul 19	Jul 19	LATE FEE	\$ 39.00
	Jul 20	Jul 20	OVERLIMIT FEE	35.00

EXHIBIT

\*\*\*\*\* ATTENTION \*\*\*\*\* ATTENTION \*\*\*\*\* ATTENTION \*\*\*\*\* ATTENTION \*\*\*\*\* ATTENTION \*\*\*\*\*

Your account is seriously past due. Payment of the amount due and arrangements for future payments should be made immediately.

	Average Daily Balances	Daily Periodic Rates	Nominal ANNUAL PERCENTAGE RATES	ANNUAL PERCENTAGE RATES	Periodic FINANCE CHARGES	Transaction Fee FINANCE CHARGES
current billing period: 30 days						
Purchases	\$7084.16	0.07121%	25.99% V	25.99%	\$151.32	none
Cash Advances	\$0	0.07121%	25.99% V	25.99%	\$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 difference, this Agreement shall control.

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

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

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**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 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 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 as to which you and we have agreed to arbitrate disputes. If you do not send a rejection notice, you will be obligated by the Arbitration of Disputes section with respect to this and any prior account you have had with us, even if you have previously sent a rejection notice with respect to that prior account.

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

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

In addition, your Account may be used to guarantee reservations at participating establishments. You will be liable for guaranteed reservations that are not 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, P.O. Box 15155, 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 editing 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 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 1/35th 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.

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**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 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 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 that statement equal or exceed the Previous Balance, we will not impose Periodic Finance Charges on new purchases that we purchase 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) categorized 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-step 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

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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 Piling Schedule. The Daily Periodic Rate is 1/35th 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 first 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

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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 by 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 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 extended beyond 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 at 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 .06887%).

**CASH ADVANCE TRANSACTION FEE PLATINUM 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 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.

**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, at 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 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 delinquent. 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 obligation to us, if you are declared insolvent 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 refile 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 failing 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 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 Cardmember without notice to you. We may use any medium, including but not limited to mail, fax, 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 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.

**CARD AUTORIZATIONS.** 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 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 notice. Use of your Account after the effective date of the change will be

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

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

**ASSIGNMENT OF ACCOUNT.** We may sell, assign or transfer your Account or any portion thereof without 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, the enforceability of the relationship which results from your Account or the enforceability of the 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 the 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 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 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 1920 Main Street, Suite 310, Irvine, CA 92614 (phone 1-800-352-5151) 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 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 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 of limitations and shall honor claims of privilege recognized at law and shall be authorized to award all remedies permitted by the substantive law 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 right 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 have 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. 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 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 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 as herein in their monthly billing statement or making 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 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 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 84130-0933 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 84130-0931. 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 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 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 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.

**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 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





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 BENEFIT:** 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 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, 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 pro-rata basis to each Cardmember up to this 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:** (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 sickness, disease, mental infirmity, bodily infirmity or any other cause) causes a covered loss.

**DISAPPEARANCE BENEFIT:** We will presume you suffered loss of life due to an accident if: you are missing 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, sunk, or disappeared; 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-sustaining employment by reason of mental or physical incapacity.

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

**THE BENEFICIARY:** Unless you designate otherwise with a beneficiary

designation form, your death benefit will be paid in equal shares to the first surviving class of those that follow: (1) your spouse, (2) your children, (3) your parents, or (4) your brothers and sisters. If no class has a survivor, the beneficiary is your estate. You may change your beneficiary by writing to the Insurance Company at Accident & Health Division, 500 West Madison Street, Suite 2150, Chicago, IL 60661.

**CLAIM PROCEDURE:** Claim form 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 changed 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, pleomorphic pneumonia or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to dengue; 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, as 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 #3019072 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 3019072) is not a contract of insurance but is simply an informative statement to each eligible individual of the principal provisions of the insurance available 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) 551-8824.

#### 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 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 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 charges 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.
- Rental Automobile means a four-wheeled private passenger-type motor vehicle or a motorized 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/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 territorial 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, hillside 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, Bugatti, 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 conduct that is illegal or prohibited.
- 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.
- Blowouts and tire damage unless the loss is coincident with a covered loss.
- Depreciation, administrative, loss of use, or other fees charged by the Rental Agency.
- A single rental contract of more than thirty-one (31) consecutive days.
- Back-to-back 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 unauthorized 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 required documentation to the administrator within 180 days of the incident, or as soon as reasonably possible, or the claim will not be honored.

- If 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 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 amounts of insurance set forth in this section are the maximum allowed by New York law. Actual amount of insurance may be lower than 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 (individually 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 rental commenced prior to the date of such cancellation or non-renewal, provided all other terms and conditions of coverage are met.

The insurance benefit applies to you, the insured, whose 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 rental 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 (2109)

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

2005 6 1 4 32

Wash. A. Smith  
Prothonotary

04469716

## ALLEGATION

The undersigned does hereby solemnly swear to the contents of the foregoing to be true and correct.

(Name) \_\_\_\_\_  
to \_\_\_\_\_ of \_\_\_\_\_  
(Company)  
Discipline Financial Services Ltd., 80 Bull Street, Bristol  
(Address)

\_\_\_\_\_ Hotel Atlantic \_\_\_\_\_  
to \_\_\_\_\_  
(Name)

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

Complaint is true and correct to the best of his/her knowledge, information and belief.

(Signature)

**FILED**

SEP 19 2005

**William A. Shaw**  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100839  
NO: 05-1450-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: DISCOVER BANK  
vs.  
DEFENDANT: BETSY S. SPENCER aka BETSY SPENCER

SHERIFF RETURN

NOW, October 14, 2005 AT 1:18 PM SERVED THE WITHIN COMPLAINT ON BETSY S. SPENCER aka BETSY SPENCER DEFENDANT AT 419 KNARR ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BETSY S. SPENCER AKA, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / COUDRIET

FILED  
01/10:40/01  
FEB 03 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2324857	10.00
SHERIFF HAWKINS	WELTMAN	2324857	54.86

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins*  
Chester A. Hawkins  
Sheriff

FILED  
FEB 03 2008  
JAN 30 2008

WILLIAM A. SHAW  
PROTHONOTARY/CLERK OF COURTS


COASTAL  
SERVICES  
NO. 02-1-100 CD  
BOOKET # 10038

DE. FIDWAT: BETAY 2 SFACOR AND BETAY 945CER

ST. JOHN'S COLLEGE

AND A TRUE COPY OF THE CONTENTS THEREOF.  
 I, JAMES S. SEYMOUR, AKA DE CLERK OF THE COURT, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND ATTACHED COPY OF THE ORIGINAL COMPLAINT  
 SPECIFICALLY SUBMITTED AT 4:30 PM/EST, DURING THE PAST 12 MONTHS PREVIOUSLY BY SAID INDIVIDUAL.  
 WITNESSED MY HAND AND SEAL OF OFFICE, 11/20/2019. JAMES S. SEYMOUR, CLERK OF THE COURT.

RECEIVED BY DELAWARE COURTESY



NAME	DATE	TIME	LOCATION
ST. GRIFF HAWKINS	11/11/1971	10:30 AM	100.00
SUPPLEMENT	11/11/1971	10:30 AM	100.00
ST. GRIFF HAWKINS	11/11/1971	10:30 AM	100.00

2025 RELEASE UNDER E.O. 14176

From \_\_\_\_\_ to \_\_\_\_\_

204,402

QUESTIONS

7  
8  
9  
10  
11

FEB 03 2006

**William A. Shaw**  
Prothonotary/Clerk of Courts

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

DISCOVER BANK

Plaintiff

vs.

BETSY S SPENCER  
AKA BETSY SPENCER

Defendant

No. 05-1450-CD

PRAECIPE FOR DEFAULT JUDGMENT

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437  
0509101 24-1Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#04469716  
Judgment Amount \$ 8,236.63

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

**FILED** Any pd. 20.00  
m/27/06 ICC Notice  
MAR 09 2006 to Def.

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

60

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 05-1450-CD

BETSY S SPENCER  
AKA BETSY SPENCER

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**


TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, BETSY S SPENCER  
AKA BETSY SPENCER above named, in the default of an Answer, in the amount of \$8,236.63 computed  
as follows:

Amount claimed in Complaint	\$7,236.63
Interest from date of judgment at the legal interest rate of 6% per annum	
Attorney's fees	\$1,000.00
TOTAL	\$8,236.63

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA  
R.C.P. 237.1 on the dates indicated on the Notices.

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

By:   
WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437

0509101 24-1 Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#04469716

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
And that the last known address of the Defendant is: 419 KNARR STREET, DU BOIS, PA 15801 .

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

DISCOVER BANK

Plaintiff

Case # 05-1450-CD

BETSY S SPENCER AKA BETSY SPENCER

Defendant(s)

IMPORTANT NOTICE

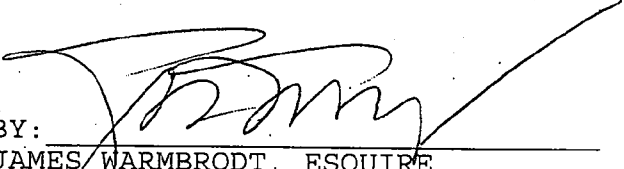
TO: BETSY S SPENCER  
419 KNARR STREET  
DU BOIS, PA 15801

Date of Notice: 2/14/06  
WWR#: 04469716

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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

BY:   
JAMES WARMBRODT, ESQUIRE  
PA I.D. #42524  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 KOPPERES BLDG, 436 7TH AVE.  
PITTSBURGH, PA 15219



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

DISCOVER BANK

Case no: 05-1450-CD

Plaintiff

**NON-MILITARY AFFIDAVIT**

vs.

BETSY S SPENCER  
AKA BETSY SPENCER

Defendant

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

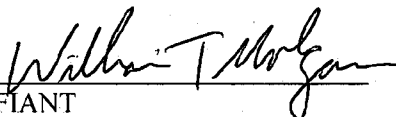
That he/she is the duly authorized agent of the Plaintiff in the within matter.

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

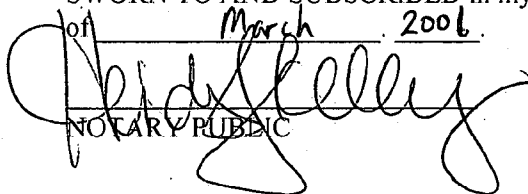
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, BETSY S SPENCER  
AKA BETSY SPENCER is not in the military service.

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

Further Affiant sayeth naught.

  
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 01 day  
of March 2006.

  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Heidi J. Kelly, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Nov. 4, 2009  
Member, Pennsylvania Association of Notaries

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

Department of Defense Manpower Data Center

FEB-27-2006 09:53:04



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

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

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

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

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

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

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

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

**WARNING:** This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: **UPXRNZIUWT**.

FILED

March 9, 2006

Notar Public for the State of New York

Notary Public for the State of New York	Commission Expires
March 9, 2006	March 9, 2006

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of New York.

Notary Public for the State of New York  
March 9, 2006

Notary Public for the State of New York  
March 9, 2006

William A. Shaw  
Prothonotary/Clerk of Courts

FILED  
MAR 09 2006

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 05-1450-CD

BETSY S SPENCER  
AKA BETSY SPENCER

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff  
☒ Defendant  
☐ Garnishee

You are hereby notified that the following  
Order or Judgment was entered against you  
on 3/9/06

(xx) Assumpsit Judgment in the amount  
of \$8,236.63 plus costs.

☐ Trespass Judgment in the amount  
of \$\_\_\_\_\_ plus costs.

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

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

Prothonotary

By: William L. Hargis  
PROTHONOTARY (OR DEPUTY)

BETSY S SPENCER - AKA  
419 KNARR STREET  
DU BOIS, PA 15801

Plaintiff's address is:

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

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

COPY

Discover Bank  
Plaintiff(s)

No.: 2005-01450-CD

Real Debt: \$8,236.63

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Betsy S. Spencer  
Defendant(s)

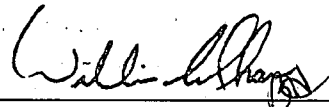
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 9, 2006

Expires: March 9, 2011

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



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

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

DISCOVER BANK

Plaintiff

vs.

BETSY S SPENCER

Defendants

and

NATIONAL CITY BANK OF PA

Garnishee

No. 05-1450-CD

**INTERROGATORIES IN ATTACHMENT  
NATIONAL CITY BANK OF PA**

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.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#4469716

**FILED** *no ce*  
*m 11:08 AM*  
SEP 10 2008 *GD*

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.: 05-1450-CD

BETSY S SPENCER

Defendants

and

NATIONAL CITY BANK OF PA

Garnishee

TO: NATIONAL CITY BANK OF PA  
200 North Brady Street  
Du Bois, PA 15801

Suggested Reference No.: XXX-XX-7888

RE: BETSY S SPENCER  
419 KNARR STREET  
DU BOIS, PA 15801

**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?

1a. 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.

2. 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.

3. 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?

4. 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?

5. 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?

6. 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?

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.



8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

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

By: 

William T. Molezan, Esquire

PA I.D. #47437

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#4469716

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 \_\_\_\_\_  
(Name)

\_\_\_\_\_ of \_\_\_\_\_, garnishee herein,  
(Title) (Company)

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

Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

\_\_\_\_\_  
(SIGNATURE)

RECEIVED  
JUL 11 1995  
JUL 11 1995  
JUL 11 1995

FILED

SEP 10 2008

William A. Shaw  
Prothonotary/Clerk of Courts

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

DISCOVER BANK

Plaintiff

vs.

BETSY S SPENCER

Defendants

NATIONAL CITY BANK OF PA,

Garnishee,

No. 05-1450-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.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#4469716

**FILED** *Atty pd.*  
*7/10/08* *\$20.00*  
SEP 10 2008 *30006*  
*writs to*  
William A. Shaw  
Prothonotary/Clerk of Courts *Sheriff*  
*6/2*

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 05-1450-CD

BETSY S SPENCER

Defendants

NATIONAL CITY BANK OF PA,

Garnishee

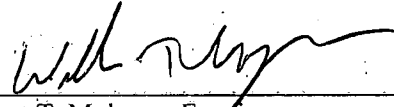
**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

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

1. directed to the Sheriff of CLEARFIELD County:
2. against BETSY S SPENCER, Defendant
3. against NATIONAL CITY BANK OF PA, Garnishee
4. Judgment Amount \$ 8,236.63
- Interest \$ 1,230.75
- Costs \$
- SUBTOTAL:** \$ 9,467.38
- Costs (to be added by Prothonotary): **Prothonotary costs** \$ 125.00

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

By:   
William T. Molczan, Esquire

PA I.D. #47437

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#4469716

COPY

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

DISCOVER BANK  
Plaintiff

vs.

Civil Action No. 05-1450-CD

BETSY S SPENCER  
Defendant

NATIONAL CITY BANK OF PA  
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: BETSY S SPENCER Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of NATIONAL CITY BANK OF PA, as garnishee, 200 North Brady Street, Du Bois, PA 15801 and to notify the garnishee that:
  - a. An attachment has been issued;
  - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
    - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated

Amount due .....\$ 9,467.38

Costs to be added.....\$ 125.00 Prothonotary costs

Prothonotary

Willie L. Hays  
Deputy

DATED: 9/10/08

WWR#4469716

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

DISCOVER BANK  
Plaintiff

No. 15-1450-CD

vs.

BETSY S SPENCER

Defendant

NATIONAL CITY BANK OF PA

Garnishee

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

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

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

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

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

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

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

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

9. Such other exemptions as may be provided by law.

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

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

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

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

**THIS CLAIM TO BE FILED WITH:**

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

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

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

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For



limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

U.S. District Court  
Southern District of New York

FILED  
JUL 11 1998

CLERK

**FILED**

**SEP 10 2008**

**William A. Shaw  
Prothonotary/Clerk of Courts**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 05-1450-CD

DISCOVER BANK

vs

SERVICE # 1 OF 1

BETSY S. SPENCER

TO: NATIONAL CITY BANK OF PA., Garnishee

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 09/23/2008 ASAP HEARING: PAGE: 104622

DEFENDANT: NATIONAL CITY BANK OF PA., Garnishee

ADDRESS: 200 NORTH BRADY ST.

DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

**FILED**

09:33 a.m. 68

SEP 15 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, 9-12-08 AT 1:48 AM / PM **SERVED** THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON NATIONAL CITY BANK OF PA., Garnishee  
DEFENDANT

BY HANDING TO Pam Farrell, MANAGER

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS  
THEREOF.

ADDRESS SERVED 200 North Brady St. DUBOIS, PA-15801

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **POSTED** THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE FOR NATIONAL CITY BANK OF PA., Garnishee

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO NATIONAL CITY BANK OF PA., Garnishee

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Neri  
Deputy Signature

Jerome M. Neri  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104622  
NO: 05-1450-CD

SERVICES 1

WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: DISCOVER BANK

VS.

DEFENDANT: BETSY S. SPENCER

TO: NATIONAL CITY BANK OF PA., Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8732603	10.00
SHERIFF HAWKINS	WELTMAN	8732603	40.23

FILED

03:37 PM  
SEP 15 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,

*Chester A. Hawkins*

Chester A. Hawkins  
Sheriff

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

DISCOVER BANK

Plaintiff

vs.

BETSY S SPENCER

Defendants

NATIONAL CITY BANK OF PA,

Garnishee,

No. 05-1450-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.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#4469716

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

SEP 10 2008

Attest.

*William T. Molczan*  
Prothonotary/  
Clerk of Courts

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 05-1450-CD

BETSY S. SPENCER

Defendants

NATIONAL CITY BANK OF PA,

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 BETSY S. SPENCER, Defendant.
3. against NATIONAL CITY BANK OF PA, Garnishee
4. Judgment Amount \$ 8,236.63
- Interest \$ 1,230.75
- Costs \$
- SUBTOTAL:** \$ 9,467.38
- Costs (to be added by Prothonotary): **Prothonotary costs** \$ 125.00

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

By: 

William T. Molczan, Esquire

PA I.D. #47437

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#4469716

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

DISCOVER BANK  
Plaintiff

vs.

Civil Action No. 05-1450-CD

BETSY S SPENCER  
Defendant

NATIONAL CITY BANK OF PA  
Garnishee

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: BETSY S SPENCER Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of NATIONAL CITY BANK OF PA, as garnishee, 200 North Brady Street, Du Bois, PA 15801 and to notify the garnishee that:
  - a. An attachment has been issued;
  - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
    - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated

Amount due ..... \$ 9,467.38

Costs to be added..... \$

125.00

**Prothonotary costs**

Prothonotary

*William A. [Signature]*

Deputy

DATED: 9/10/08

Received this writ this 10 day  
of Sept A.D. 2008  
At 2:00 A.M. (P.M.)

*Chester A. [Signature]*  
S. rriff  
*by Maury [Signature]*

WWR#4469716

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

DISCOVER BANK  
Plaintiff

No. 15-1450-CD

vs.

BETSY S SPENCER

Defendant

NATIONAL CITY BANK OF PA

Garnishee

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

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

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

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

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

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

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

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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



9. Such other exemptions as may be provided by law.

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

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

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

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

**THIS CLAIM TO BE FILED WITH:**

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

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

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

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For

limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

RECEIVED  
JAN 13 1993  
CLERK OF COURT  
JAN 13 1993

FILED

SEP 15 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Answers

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

DISCOVER BANK

Plaintiff

vs.

BETSY S SPENCER

Defendants

and

NATIONAL CITY BANK OF PA

Garnishee

No. 05-1450-CD

INTERROGATORIES IN ATTACHMENT  
NATIONAL CITY BANK OF PA

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.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#4469716

5  
FILED *no cc*  
OCT 09 2008  
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.: 05-1450-CD

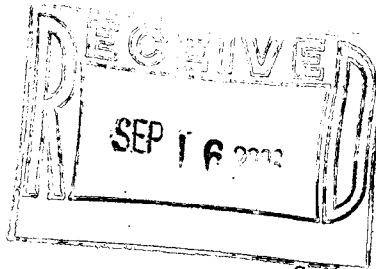
BETSY S SPENCER

Defendants

and

NATIONAL CITY BANK OF PA

Garnishee



TO: NATIONAL CITY BANK OF PA  
200 North Brady Street  
Du Bois, PA 15801

Suggested Reference No.: XXX-XX-7888

RE: BETSY S SPENCER  
419 KNARR STREET  
DU BOIS, PA 15801

**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?

~~Savings acct 8720272864 had a balance of 120.04~~  
~~Checking acct 110350589 had a balance of 802.35~~  
~~after 300.00 Exemption~~  
~~Checking acct 110351573 had a balance of 420.33~~  
~~Savings acct 2675932048 had a balance of 70.06~~

1a. 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.

See #1

2. 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.

See #1

3. 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?

See #1

4. 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?

NO

5. 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?

See #1

6. 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?

Checking acct 110350589 has same balance of 802.35  
Checking acct 110351573 has same balance of 420.33  
Savings acct 8720272864 now has balance of 140.06  
Savings acct 2675932048 now has balance of 75.07

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, Identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

See #1

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

See #1

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

By: 

William T. Molczan, Esquire

PA I.D. #47437

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

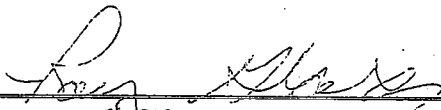
WWR#4469716



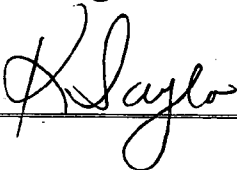
## VERIFICATION

I verify that the statements made in these Answers to Interrogatories are true and correct. I understand that false statements herein are made subject to the penalties of 18Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date 10/6/08

  
\_\_\_\_\_  
Raymond Glover  
Team Leader

Interrogatories submitted by:

  
\_\_\_\_\_

Attachment Verification Specialist

**Kim Saylor**  
**Special Services Processor**  
**National City Bank**  
**4100 West 150th Street**  
**Cleveland, Ohio 44135**  
**216-267-5821**

DELE

OCT 09 2008

**William A. Shaw**  
Prothonotary/Clerk of Courts

[illegible]

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

DISCOVER BANK

Plaintiff

vs.

BETSY S SPENCER

Defendant

NATIONAL CITY BANK OF PA

Garnishee

No. 05-1450-CD

PRAECIPE FOR JUDGMENT AGAINST  
GARNISHEE

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437  
Weltman, Weinberg & Reis Co., L.P.A.  
1400 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#4469716

S  
FILED  
NOV 07 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
Att'y pd. 20.00  
1CC Notice  
to Garnishee  
Statement to  
Att'y

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 05-1450-CD

BETSY S SPENCER

Defendant

NATIONAL CITY BANK OF PA

Garnishee

PRAECIPE FOR JUDGMENT AGAINST GARNISHEE

TO THE PROTHONOTARY:

Kindly enter Judgment against the Garnishee, NATIONAL CITY BANK OF PA , in the amount of \$1,437.81, which is less than Defendant owes to Plaintiff and which amount Garnishee has admitted owing to the Defendant, in answers to Interrogatories.

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

By: 

WILLIAM T. MOLCZAN, ESQUIRE  
PA I.D.#47437

Weltman, Weinberg & Reis Co., L.P.A.  
1400 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#4469716

I hereby certify that the address of the Plaintiff is:

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

And that the last known address of the Garnishee is: 200 North Brady Street, Du Bois, PA 15801

COPY

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 05-1450-CD

BETSY S SPENCER

Defendant

NATIONAL CITY BANK OF PA

Garnishee

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff  
☐ Defendant  
☒ Garnishee

You are hereby notified that the  
following Order or Judgment was  
entered against you on 11/7/08

(xx) Assumpsit Judgment in the amount  
of \$1,437.81 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

Prothonotary

By: William L. Hester *WLH*

PROTHONOTARY (OR DEPUTY)

National City Bank Of PA  
200 North Brady Street  
Du Bois, PA 15801

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

DISCOVER BANK

Plaintiff

vs.

BETSY S SPENCER

Defendants

and

NATIONAL CITY BANK OF PA

Garnishee

No. 05-1450-CD

**INTERROGATORIES IN ATTACHMENT  
NATIONAL CITY BANK OF PA**

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.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#4469716

ABR

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No.: 05-1450-CD

BETSY S SPENCER

Defendants

and

NATIONAL CITY BANK OF PA

Garnishee

TO: NATIONAL CITY BANK OF PA  
200 North Brady Street  
Du Bois, PA 15801

Suggested Reference No.: XXX-XX-7888

RE: BETSY S SPENCER  
419 KNARR STREET  
DU BOIS, PA 15801

**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?

~~Savings acct 8720272864 had a balance of 120.04~~ ~~Checking acct 110350589 had a balance of 802.35~~  
after 300.00 Exemption  
~~Checking acct 110351573 had a balance of 420.33~~  
~~Savings acct 2675932048 had a balance of 70.06~~

1a. 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.

See #1

2. 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.

See #1

3. 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?

See #1

4. 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?

NO

5. 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?

See #1

6. 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?

Checking acct 110350589 has same balance of 802.35  
Checking acct 110351573 has same balance of 420.33  
Savings acct 8720272864 now has balance of 140.06  
Savings acct 2675932048 now has balance of 75.07

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, Identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

See #1



8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

*See #1*

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

By: 

William T. Molczan, Esquire

PA I.D. #47437

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#4469716

## VERIFICATION

RECEIVED  
JUL 10 2008  
FBI - CLEVELAND

RECEIVED  
JUL 10 2008  
FBI - CLEVELAND

RECEIVED  
JUL 10 2008  
FBI - CLEVELAND

I verify that the statements made in these Answers to Interrogatories are true and correct. I understand that false statements herein are made subject to the penalties of 18Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date 10/6/08

Raymond Glover  
Raymond Glover  
Team Leader

Interrogatories submitted by:

Kim Saylor

Attachment Verification Specialist

Kim Saylor  
Special Services Processor  
National City Bank  
4100 West 150th Street  
Cleveland, Ohio 44135  
216-267-5821

FILED

NOV 07 2008

William A. Shaw  
Prothonotary/Clerk of Courts

NOTIFICATION

NOTICE IS HEREBY GIVEN THAT THE COURT HAS ORDERED THAT THE  
FOLLOWING CASES BE SET FOR HEARING ON THE DATE AND AT THE PLACE  
HEREIN SPECIFIED. IT IS THE POLICY OF THE COURT TO HOLD HEARINGS  
ON MATTERS OF THIS NATURE AT 10:00 A.M. UNLESS OTHERWISE ORDERED.

7/1/08

STATE

IN RE: [illegible]  
[illegible]  
[illegible]

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Philadelphia, Pennsylvania, this [illegible] day of [illegible] 2008.

COPY

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

Discover Bank  
Plaintiff(s)

No.: 2005-01450-CD

Real Debt: \$1,437.81

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Betsy S Spencer  
Defendant(s)

Entry: \$20.00

Instrument: Judgment Against Garnishee

National City Bank

Date of Entry: November 7, 2008

Expires: November 7, 2013

Certified from the record this 7th day of November, 2008.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

<sup>5</sup>  
**FILED** pd \$7.00 Atty  
m/1:40Lm  
DEC 18 2008 2CC Atty  
Molczan

William A. Shaw  
Prothonotary/Clerk of Courts

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

DISCOVER BANK

Plaintiff

vs.

BETSY S SPENCER

Defendant

No. 05-1450-CD

PRAECIPE FOR SATISFACTION OF  
JUDGMENT AS TO THE GARNISHEE  
NATIONAL CITY BANK OF PA ONLY

NATIONAL CITY BANK OF PA

Garnishee

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA. I.D.#47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#4469716

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 05-1450-CD

BETSY S SPENCER

Defendant

NATIONAL CITY BANK OF PA

Garnishee

**PRAECIPE FOR SATISFACTION OF JUDGMENT**  
**AS TO THE GARNISHEE, NATIONAL CITY BANK OF PA, ONLY**

TO THE PROTHONOTARY OF COUNTY:

Please kindly Satisfy the Judgment of the above captioned matter upon the records of the Court and mark the cost paid as to Garnishee, NATIONAL CITY BANK OF PA, only.

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

By: 

William T. Molczan Esquire

PA. I.D.#47437

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#4469716

Sworn to and subscribed

Before me the 28  
Day of NOVEMBER, 2008

  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Jennifer M. Borowski, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires Feb. 22, 2012  
Member, Pennsylvania Association of Notaries

**FILED**

**DEC 18 2008**

William A. Shaw  
Prothonotary/Clerk of Courts



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

DISCOVER BANK

Plaintiff

vs.

BETSY S SPENCER

Defendant

NATIONAL CITY BANK OF PA,

Garnishee,

No. 05-1450-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.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#4469716

FILED <sup>aw</sup> <sub>Att. pd.</sub>  
MAY 12 4 47 PM '09  
MAY 11 2009 20.00

5  
William A. Shaw  
Prothonotary/Clerk of Courts  
to Sheriff



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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 05-1450-CD

BETSY S SPENCER

Defendant

NATIONAL CITY BANK OF PA,

Garnishees

**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 BETSY S SPENCER, Defendant
3. against NATIONAL CITY BANK OF PA, Garnishees

4. Judgment Amount	\$	8,236.63
Less payments of	\$	1,437.81
Interest	\$	1,559.76
Costs	\$	
<b>SUBTOTAL:</b>	<b>\$</b>	<b>8,358.58</b>

Costs (to be added by Prothonotary): **Prothonotary costs\$ 172.00**

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

By: William T. Molezan  
William T. Molezan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#4469716

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.

FILED

MAY 11 2009

William A Shaw  
Prothonotary/Clerk of Courts

COPY

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

DISCOVER BANK  
Plaintiff

vs.

Civil Action No. 05-1450-CD

BETSY S SPENCER  
Defendant

NATIONAL CITY BANK OF PA  
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: BETSY S SPENCER Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of NATIONAL CITY BANK OF PA, as garnishees, 200 North Brady Street, Du Bois, PA 15801 and to notify the garnishee that:
  - a. An attachment has been issued;
  - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
    - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated

Amount due .....\$ 8,358.58

Costs to be added.....\$ 178.00 Prothonotary costs

Prothonotary

Willie L. Harris  
Deputy

DATED: 5/11/09

WWR#4469716

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

DISCOVER BANK

Plaintiff

vs.

BETSY S SPENCER

Defendant

and

NATIONAL CITY BANK OF PA

Garnishee

No. 05-1450-CD

**INTERROGATORIES IN ATTACHMENT  
NATIONAL CITY BANK OF PA**

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.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#4469716

**FILED**

MAY 11 2009

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.: 05-1450-CD

BETSY S SPENCER

Defendant

and

NATIONAL CITY BANK OF PA.

Garnishee

TO: NATIONAL CITY BANK OF PA  
200 North Brady Street  
Du Bois, PA 15801

Suggested Reference No.: XXX-XX-7888

RE: BETSY S SPENCER  
419 KNARR STREET  
DUBOIS, PA 15801

**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?

1a. 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.

2. 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.

3. 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?

4. 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?

5. 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?

6. 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?

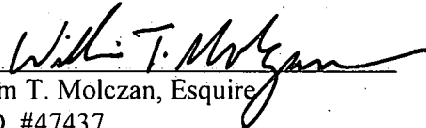
7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, Identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.



8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

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

By:

  
William T. Molczan, Esquire

PA I.D. #47437

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#4469716

### 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 \_\_\_\_\_  
(Name)

\_\_\_\_\_ of \_\_\_\_\_, garnishee herein,  
(Title) (Company)

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

Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

\_\_\_\_\_  
(SIGNATURE)

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

DISCOVER BANK  
Plaintiff

No. 15-1450-CD

vs.

BETSY S SPENCER

Defendant

NATIONAL CITY BANK OF PA

Garnishee

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

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

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

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

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

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

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

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

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

FILED

MAY 11 2009

William A. Shaw  
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE

OFFICE OF THE PROTHONOTARY

DEPARTMENT OF REVENUE  
HARRISBURG

OFFICE OF THE PROTHONOTARY

HARRISBURG

DEPARTMENT OF REVENUE

HARRISBURG

**NOTICE OF TAX LIEN**

NOTICE IS HEREBY GIVEN THAT the following person(s) has/have failed to pay the taxes due on the property described below, and the same have been delinquent for the period of time specified below. The amount of the delinquent taxes is \$1,000.00. The taxes are due on or before the date specified below.

Property Address: 123 Main Street, Harrisburg, PA 17101  
Owner: John Doe  
Amount Due: \$1,000.00  
Due Date: 12/31/2008  
The amount of the delinquent taxes is \$1,000.00. The taxes are due on or before the date specified below.

Failure to pay the taxes due on the property described above, may result in the filing of a Tax Lien against the property and the owner thereof. The Tax Lien will be filed with the Office of the Prothonotary, Department of Revenue, Harrisburg, PA.

For more information regarding the delinquent taxes, please contact the Office of the Prothonotary, Department of Revenue, Harrisburg, PA, at (717) 781-1234.

THIS NOTICE IS GIVEN TO THE OWNER OF THE PROPERTY DESCRIBED ABOVE, AND TO ALL OTHERS WHO MAY HAVE AN INTEREST IN THE PROPERTY, THAT THE TAXES DUE ON THE PROPERTY ARE DELINQUENT, AND THAT THE TAXES ARE DUE ON OR BEFORE THE DATE SPECIFIED BELOW.

OFFICE OF THE PROTHONOTARY  
DEPARTMENT OF REVENUE  
HARRISBURG, PA 17101  
(717) 781-1234

WITNESSED my hand and the seal of the Department of Revenue, this 11th day of May, 2009.

\_\_\_\_\_  
Prothonotary/Clerk of Courts  
The above notice was filed with the Office of the Prothonotary, Department of Revenue, Harrisburg, PA, on May 11, 2009, at 10:00 AM.

**NO: 05-1450-CD**

SERVICE # 1 OF 2

William A. Shaw  
 OCCURRED Notary/Clerk of Courts

Jerome M. Neville  
Print Deputy Name

STATE OF NEW YORK  
COUNTY OF [illegible]

[illegible]  
[illegible]  
[illegible]

[illegible]  
[illegible]

[illegible]

**FILED**

**MAY 28 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DKT PG.105650

DISCOVER BANK

NO . 05/1450-CD

-VS-

BETSY S. SPENCER  
TO: NATIONAL CITY BANK OF PA. , Garnishee

WRIT OF EXECUTION/INTERROGATORIES

SHERIFF'S RETURN

---

NOW MAY 29, 2009 MAILED BY REGULAR MAIL, (2) PRAECIPE, (2) WRITS, (2) NOTICE, (2) CLAIM FOR EXEMPTION TO  
BETSY S. SPENCER AT 419 KNARR STREET, DUBOIS, PA. 15801 IN S.A.S.E. PROVIDED BY ATTORNEY.

<sup>S</sup> FILED  
0114364  
MAY 29 2009

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105650  
NO: 05-1450-CD  
SERVICES 2

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

PLAINTIFF: DISCOVER BANK  
vs.  
DEFENDANT: BETSY S. SPENCER  
TO: NATIONAL CITY BANK OF PA., Garnishee

SHERIFF RETURN


RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8869939	20.00
SHERIFF HAWKINS	WELTMAN	8869939	45.90

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2009

So Answers,

  
by Maudy Harris

Chester A. Hawkins  
Sheriff



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

DISCOVER BANK  
Plaintiff

vs.

Civil Action No. 05-1450-CD

BETSY S SPENCER  
Defendant

NATIONAL CITY BANK OF PA  
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: BETSY S SPENCER Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of NATIONAL CITY BANK OF PA, as garnishees, 200 North Brady Street, Du Bois, PA 15801 and to notify the garnishee that:
  - a. An attachment has been issued;
  - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
    - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated

Amount due ..... \$ 8,358.58

Costs to be added..... \$ 178.00 Prothonotary costs

Prothonotary

Received this writ this 11 day  
of May A.D. 2009  
At 2:00 A.M./P.M.

Deputy

DATED: 5/11/09

Sheriff

WWR#4469716

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

DISCOVER BANK  
Plaintiff

vs.

Civil Action No. 05-1450-CD

BETSY S SPENCER  
Defendant

NATIONAL CITY BANK OF PA  
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: BETSY S SPENCER Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of NATIONAL CITY BANK OF PA, as garnishees, 200 North Brady Street, Du Bois, PA 15801 and to notify the garnishee that:
  - a. An attachment has been issued;
  - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
  - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
    - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
    - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated

Amount due .....\$ 8,358.58

Costs to be added.....\$ 1700 Prothonotary costs

Prothonotary

Received this writ this 14 day  
of May A.D. 2009  
At 2:00 A.M. (P.M.)

Deputy

DATED: 5/11/09

Christopher A. Hancock  
Sheriff  
by Marilyn Hamer

WWR#4469716

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

DISCOVER BANK

Plaintiff

vs.

BETSY S SPENCER

Defendant

and

NATIONAL CITY BANK OF PA

Garnishee

No. 05-1450-CD

**INTERROGATORIES IN ATTACHMENT  
NATIONAL CITY BANK OF PA**

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.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#4469716

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No.: 05-1450-CD

BETSY S SPENCER

Defendant

and

NATIONAL CITY BANK OF PA

Garnishee

TO: NATIONAL CITY BANK OF PA  
200 North Brady Street  
Du Bois, PA 15801

Suggested Reference No.: XXX-XX-7888

RE: BETSY S SPENCER  
419 KNARR STREET  
DUBOIS, PA 15801

**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?

1a. 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.

2. 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.

3. 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?

4. 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?

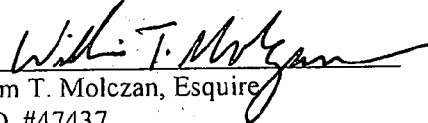
5. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

6. 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?

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, Identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

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

By:   
William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#4469716

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 \_\_\_\_\_  
(Name)

\_\_\_\_\_ of \_\_\_\_\_, garnishee herein,  
(Title) (Company)

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

Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

\_\_\_\_\_  
(SIGNATURE)

RECEIVED  
PUB. R. S. YAN  
JAN 11 1974  
RECEIVED  
JAN 11 1974  
RECEIVED  
JAN 11 1974

VERIFICATION

The undersigned hereby certifies to the contents of the foregoing.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name)

and I hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

FILED  
MAY 29 2009  
William A. Shaw  
Prothonotary/Clerk of Courts



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

BY: James C. Warmbrodt, Esquire

I.D. No. 42524

436 Seventh Avenue, Suite 1400

Pittsburgh, PA 15219

Phone: 412.434.7955

Fax: 412.434.7959

File # 04469716

**Attorney for Plaintiff(s)**

DISCOVER BANK

CLEARFIELD County  
Court of Common Pleas

vs.

BETSY S SPENCER

NO. 05-1450 CD

and

NATIONAL CITY BANK

**FILED**

11/12/25/09

NOV 12 2009

3cc Atty  
Warmbrodt

Garnishee(s)

William A. Shaw  
Prothonotary/Clerk of Courts

**PRAECIPE TO DISCONTINUE ATTACHMENT EXECUTION**

TO THE PROTHONOTARY:

Kindly marked the above matter settled, discontinued, and ended as to  
Garnishee(s), NATIONAL CITY BANK  
, only.

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

By

James C. Warmbrodt, Esquire  
Attorney for Plaintiff

Sworn to and subscribed

Before me the 25 Day of October, 2009

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

NOV 12 2009

William A. Shaw  
Prothonotary/Clerk of Courts

[illegible]

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

DISCOVER BANK  
Plaintiff

vs.

Civil Action No. 05-1450-CD

BETSY S SPENCER  
Defendant

JUNIATA VALLEY BANK,  
Garnishee

**PRAECIPE TO INDEX WRIT OF EXECUTION  
AND ENTER IT IN THE JUDGMENT INDEX**

**TO THE PROTHONOTARY:**

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

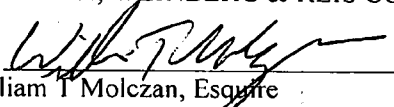
1. directed to the Sheriff of MIFFLIN County:
2. against BETSY S SPENCER, Defendant
3. against JUNIATA VALLEY BANK, Garnishee
4. and enter this writ in the judgment index
  - (a) against BETSY S SPENCER, defendant, and
  - (b) against JUNIATA VALLEY BANK, as garnishee,

as a lis pendens against real property of the defendant in the name of garnishee as follows:

Any and/or all personal property belonging to the defendant(s) in possession of the garnishee(s).

5.	Judgment Amount	\$	8236.63
	Less payments of	\$	1447.95
	Interest	\$	3374.07
	Costs	\$	
	<b>SUBTOTAL:</b>	\$	<b>10162.75</b>
	Costs (to be added by Prothonotary):	\$	<u>192.00</u>

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

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

WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

**FILED**

9 JAN 11 2013  
m/3:45  
William A. Shaw  
Prothonotary/Clerk of Courts  
CEM to ATT  
+ Issues Writ  
TO SHFF OF  
MIFFLIN CO

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

DISCOVER BANK  
Plaintiff

vs.

Civil Action No. 05-1450-CD

BETSY S SPENCER  
Defendant

JUNIATA VALLEY BANK  
Garnishee

**WRIT OF EXECUTION**

TO THE SHERIFF OF MIFFLIN COUNTY:

To satisfy the judgment, interest and costs against: BETSY S SPENCER Defendant(s);

(1) You are also directed to attach the property of the defendant not levied upon in the possession of JUNIATA VALLEY BANK, as garnishee, 1 E MARKET LEWISTOWN, PA 17044 and to notify the garnishee that:

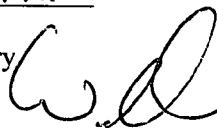
- a. An attachment has been issued;
- b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
- c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
  - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (i) the first \$10,000.00 of each of the account of the defendant (s) with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are indentified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
  - ii. Each account of the defendant(s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a recurring basis and are indentified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law
  - iii. Any funds in an account of the defendant (s) with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a recurring basis and are indentified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law

(2) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated

Amount due .....\$ 10162.75

Costs to be added..... \$ 192.00

Prothonotary



Deputy

DATED: Jan. 11, 2013

WWR#04469716

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

DISCOVER BANK  
Plaintiff

No. 05-1450 CD

vs.

BETSY S SPENCER

Defendant

JUNIATA VALLEY BANK  
Garnishee

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

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

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

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

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

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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
SECOND & MARKET STREETS  
CLEARFIELD, PA 16830  
(814) 765-2641, ext. 50-51

**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  
Courthouse  
1 N Second Street  
Clearfield, PA 16830  
Telephone Number: (814) 765-2641 ext.

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

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

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For

limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

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

DISCOVER BANK

Plaintiff

vs.

BETSY S SPENCER

Defendant

and

JUNIATA VALLEY BANK

Garnishee

No. 05-1450-CD

**INTERROGATORIES IN ATTACHMENT  
JUNIATA VALLEY BANK**

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.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#04469716



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

DISCOVER BANK

Plaintiff

vs.

Civil Action No.: 05-1450-CD

BETSY S SPENCER

Defendant

and

JUNIATA VALLEY BANK

Garnishee

TO: JUNIATA VALLEY BANK  
1 E MARKET ST  
LEWISTOWN, PA 17044

Suggested Reference No.: XXX-XX-7888

RE: BETSY S SPENCER  
14 PLATT ROAD  
DU BOIS, PA 15801

**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 (including funds on deposit for checking or savings accounts and certificates of deposit)?

1a. 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.

2. 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.

3. 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?

4. 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?

5. 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?

6. 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?

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption, the amount being withheld under each exemption and the amount of funds in each account, and the entity electronically depositing those funds on a recurring basis.

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

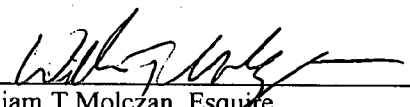
9. If the answer to Interrogatory 1 is in the affirmative, state the date the sheriff served these interrogatories on this institution.

10. If the answer to Interrogatory 1 is in the affirmative, state the date the written instrument, checking or savings account, certificate of deposit, or other funds were frozen, restricted, or otherwise put on hold by this institution.

11. If the response to Interrogatory 7 is in the affirmative, are other funds comingled in the account which are not deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law?

12. If the response to Interrogatory 11 is in the affirmative, state the amount of non-exempt funds on deposit in the account.

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

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

WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#04469716

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 \_\_\_\_\_  
(Name)

\_\_\_\_\_ of \_\_\_\_\_, garnishee herein,  
(Title) (Company)

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

Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

\_\_\_\_\_  
(SIGNATURE)

2012 01 11

FILED

JAN 11 2013

William A. Shaw  
Prothonotary/Clerk Of Courts

IN SENATE, JANUARY 11, 2013.

REPORT OF THE COMMISSIONERS OF THE DEPARTMENT OF REVENUE.

187

RECEIVED

187

187

THE COMMISSIONERS OF THE DEPARTMENT OF REVENUE, IN SENATE, JANUARY 11, 2013.

REPORT OF THE COMMISSIONERS OF THE DEPARTMENT OF REVENUE.

187

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

BY: William T Molczan, Esquire

I.D. No.47437

436 Seventh Avenue, Suite 1400

Pittsburgh, PA 15219

Phone: 412.434.7955

Fax: 412.434.7959

File # 4469716

**Attorney for Plaintiff(s)**

DISCOVER BANK

Clearfield County  
Court of Common Pleas

vs.

BETSY S SPENCER

NO. --05-1450-CD

and

JUNIATA VALLEY BANK

Garnishee(s)

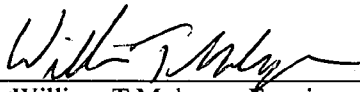
**PRAECIPE TO DISCONTINUE ATTACHMENT EXECUTION**

TO THE PROTHONOTARY:

Kindly marked the above matter discontinued and ended as to Garnishee(s), JUNIATA  
VALLEY BANK, only.

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

By



William T Molczan, Esquire  
Attorney for Plaintiff

**FILED**

APR 04 2013

William A. Shaw  
Prothonotary/Clerk of Courts

1cc Att  
m 10:44am  
molczan  
(5)

**FILED**

**APR 04 2013**

**William A. Shaw  
Prothonotary/Clerk of Courts**