

05-1450-CD

Discover Bank vs Betsy Spencer et al

05-1450-CD
Discover Bank vs Betsy S. Spencer

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

DISCOVER BANK

Plaintiff

No: 05-1450-CD

vs.

COMPLAINT IN CIVIL ACTION

BETSY S SPENCER
AKA BETSY SPENCER

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

FILED NO CC
CC S/H
m/2:06 2m PD \$85.00 AMY
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 is attached hereto, marked as Exhibit
"A" and made a part hereof.

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

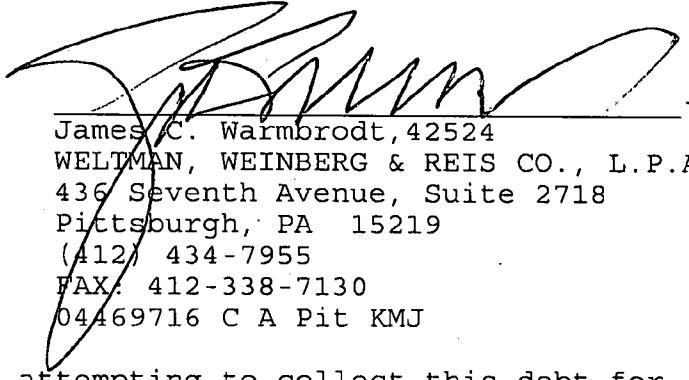
5. Defendant is in default by failing to make payments when due.

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
04169716 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

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

Closing Date: July 20, 2005

page 1 of 2

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
	Jul 20	Jul 20	OVERLIMIT FEE

EXHIBIT

\$ 39.00
 35.00

***** 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.

current billing period: 30 days	Average Daily Balances	Daily Periodic Rates	Nominal ANNUAL PERCENTAGE RATES	ANNUAL PERCENTAGE RATES	Periodic FINANCE CHARGES	Transaction FINANCE CHARGES
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



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.

CARDMEMBER AGREEMENT

Agreement Terms

Acceptance of Agreement

Use of Your Account

Authorized User

Unauthorized Use

Credit Limit/Available Credit

Credit to Pay

Monthly Billing Statement

Monthly Payment Options

Minimum Monthly Payment

Credit Statements

Balance Transfers

Finance Charge

Periodic Finance Charges

Default Rate Plan

Cash Advance Transaction Fee Finance Charge

Balance Transfer Transaction Fee Finance Charge

Minimum Finance Charge

Returned Check Fee

Returned Discover® Platinum Card Check Fee

Stop Payment Fee

Late Fee

Pre-By-Phone Fee

Research Fee

Overlimit Fee

Default-Recalculation-Collection Cost

Cancellation

Priority

Electronic Communication

Credit Authorization

Change of Terms

Change of Addressee

Assignment of Account

Authorization of Disputer

Compliance with Interest Rate Limitations

Governing Law

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 persons 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 Dispute provision on pages 11-12. You may, however, reject the Arbitration of Dispute section by providing us a notice of rejection within 30 days after receiving a Card at the following address: Discover Card, P.O. Box 31918, Salt Lake City, UT 84134-938. 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 replaced or replacement Cards are sent to you. Your rejection notice must include your name, address, telephone number, Account number and signature and must not be sent with any other correspondence. Calling us to indicate that you reject the Arbitration of Dispute section or sending a rejection notice in a manner or format that does not comply with all applicable requirements is insufficient notice. In order to process your notice, we require that the notice be provided by you directly and not through a third party. Rejection of arbitration will not affect your other rights or responsibilities under this Agreement or your obligation to arbitrate disputes under any other account to which you and we have agreed to arbitrate disputes. If you do not send a rejection notice, you will be obligated by the Arbitration of Dispute section with respect to this and any other 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 (any 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.

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

and you will be deemed to have assigned to us your claim against the merchant and/or any third party for the (less) amount unpaid upon our request, you agree to provide us with written evidence of such assignment.

Your right and responsibilities under the Fair Credit Billing Act described in the following 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 exerted by any person not a party to this Agreement acting pursuant to a power of attorney, without our separate written agreement which we are not obligated to give.

UNAUTHORIZED USE. If a Card is lost or stolen, or if you think that someone is using your Account or a Card without your permission, notify us immediately. You can notify us by telephoning 1-800-DISCOVER (1-800-347-2688), or by writing DISCOVER PLATINUM CARD, P.O. Box 15156, Minneapolis, MN 55486-0002. You just need to advise us of determining the facts relating to any theft or possible unauthorized use of your Account or a Card and to comply with such procedures as we may require in connection with our investigation. If you have enrolled in an automatic billing arrangement, such as a monthly gym membership, and wish to continue the automatic billing arrangement, you must provide the merchant with your new Account number.

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

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

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 purchases 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.

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 waive our right to bill us, 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 Charge 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 OPTIONAL. 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 Charge Section), from

to lowest, beginning with the balance, and then applying payments and credits to any new Annual Percentage Rate. We then apply payments and credits to any new transaction using the same method. However, we have the right to apply payments and credits to balances with higher Annual Percentage Rates, such as when 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 monthly payment due will be the sum of any amount past due and the minimum monthly payment. The minimum monthly payment each month will be 1% greater of \$10 or 15/60th 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 1/12th 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 monthly include in your minimum monthly payment all or a portion of the amount by which your outstanding balance exceeds your Account credit limit as of the last day of the billing period. Paying the minimum Payment may be insufficient to bring your Account balance below your Account credit limit, and, consequently, may not avoid the imposition of a credit limit fee described in the Overlimit Fee Section. We may from time to time allow you to not make a minimum monthly payment, and fully you when this option is available. If you take advantage of this offer and do not make a minimum monthly payment, finance charge and any applicable fees will accrue on your Account in accordance with this Agreement, and you must pay the Minimum Payment Due for the following billing periods.

CREDIT BALANCES. We will refund any credit balance within seven business days from receipt of your written request. If you do not request a refund, we will automatically refund credit balances greater than \$100 which remain in your Account after 6 months.

BALANCE TRANSFERS. We may periodically offer you the opportunity to transfer balances from other creditors or to make other transfers to your Account by means of balance transfer coupons or checks. You will receive an initial special rate, which will be the Annual Percentage Rate that will apply to transferred balances for the time period.

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 balance 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: transaction made that day, fees charged that day and Periodic Finance charges accrued on the previous day's daily balance; and by then subtracting any credits and payments that are applied against the balance of the transaction category on that day. In calculating the daily balance for the previous billing period, we consider the "previous day's daily balance" to have been zero on the first day of the billing period.

Special rate borne, interest and interest income, balance transfers, Finance Charges are included in the daily balance of the balance transfer transaction category. Balance transfer 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 purchased transaction category.

All fees related to your account are added to the **Finance Charge** category, with the exception of **Call Advance Transaction Fee Finance Charge** which are added to the **Call Advance Transaction Fee Finance Charge** category and **Balance Transfer Transaction Fee Finance Charge** which are added to the **Balance Transfer Transaction Fee Finance Charge** category. If a transaction is posted to your account after the close of the billing period in which it occurs, we will use the transaction as having occurred on the first day of the billing

(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 Picing Schedule. The Daily Periodic Rate is 11650th the corresponding Annual Percentage Rate. The variable Annual Percentage Rate for a transaction category is determined by adding the specified number of percentage points to the Prime Rate. This is shown on the Picing Schedule as "Prime + (percentage points)." For purposes of this Agreement, the Prime Rate is the highest rate of interest listed as "prime rate" in the money rates section of The Wall Street Journal on last business day of the month. The Prime Rate is merely a picking index and does not represent the lowest or best interest rate available. You may borrow 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.

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

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

(3) Annual Percentage Rate for Cash Advances

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

(4) Annual Percentage Rate for Balance Transfers

The Daily Periodic Rate and corresponding Annual Percentage Rate in effect for special rate balance transfers will be set forth in the offer from us under which you make the balance transfer. As indicated in the Balance Transfer Section above, purchase rate balance transfers will be subject to the Daily Periodic Rate and corresponding Annual Percentage Rate that apply to purchases and the Default Rate plus 1%.

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.

DEFINITION RATE PLAN

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

DEFINITION RATE PLAN We will review your Account on the last day of each billing period to determine the Annual Percentage Rates that will apply to your Account. In reviewing your Account, we will look at the current billing period as well as the previous eleven billing periods. Any increased rate that we have previously offered to you will terminate and any such rate that we have previously offered to you will terminate and his standard Annual Percentage Rate for purchases will apply to your initial special rate on balance transfers and any initial special rate on balance promotional rate on purchases that currently applies to your Account, and any such rate that we have previously offered to you will terminate and any such rate that we have previously offered to you will terminate and his standard Annual Percentage Rate for purchases will apply to your initial special rate on balance transfers and any initial special rate on balance promotional rate on purchases and any initial special rate on balance transfers and any initial special rate on balance transfers and any initial special rate on purchases that currently applies to your Account, and any such rate that we have previously offered to you. In addition, if the transfer that we have previously offered to you. In addition, if the standard Annual Percentage Rate for purchases is less than 19.99% and 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 as of the day we review your Account and your outstanding balance exceeded your Account credit limit as of the last day of any billing period in the immediately preceding eleven billing periods, then any initial special rate or balance transfer and any introductory or promotional rate that purchases that currently applies to your Account, and any such rate that we have previously offered to you will terminate and the standard Annual Percentage Rate for purchases will apply to the balance of your balance transfers and purchases as well as any introductory or promotional rate on purchases and any initial special rate on balance transfers that we have previously offered to you. If the standard Annual Purchase Rate for purchases is less than 19.99%, then the standard Annual Percentage Rate for purchases will be increased to 19.99% (a Daily Periodic Rate of .05477%) and the standard Annual Percentage

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

If your standard ANNUAL PERCENTAGE RATE for purchases is less than 24.99% and during the current and immediately preceding eleven billing periods you either failed three times to make a required payment when due or exceeded your Account credit limit three times as of the last day of a billing period, then the standard ANNUAL PERCENTAGE RATE of purchases and for cash advances will be increased to 24.99% (a Daily Periodic Rate of .06841%).

CASH ADVANCE TRANSACTION FEE FINANCE CHARGES. We will charge you a Cash Advance Transaction Fee Finance Charge of 1% of the amount of each new cash advance. There is a minimum Cash Advance Transaction Fee FINANCE CHARGE of \$15.00 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 an Account, it will be in the amount set forth in the Pricing Schedule. The imposition of Balance Transfer Transaction Fee Finance Charge may result in an Annual Percentage Rate for balance transfers that is higher than the nominal Annual Percentage Rate. To obtain the total Finance Charge on balance transfers for each billing period, we add any Balance Transfer Transaction Fee Finance Charge calculated under the Periodic Finance Charges 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 fees of \$1.75 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 \$1.50 each time we decline to honor Discover Platinum Card cash advance check, balance transfer check or other promotional check.

STOP PAYMENT FEE. We may charge a Stop Payment fee of \$15 each time we stop payment at your request on a cash advance check, balance transfer check, or other promotional check.

LATE FEE. We will charge you a Late Fee if you have failed, as of the Payment Due Date, to make the Minimum Payment Due that was required to be paid by that date. The amount of the Late Fee is based on the sum of all outstanding purchases, cash advances, balance transfers, other charges, other fees and finance charges at the end of the billing period if the sum is less than \$100, the Late Fee is \$15. If the sum is equal to or greater than \$100, and less than \$1,000, the Late Fee is \$35. If the sum is equal to or greater than \$1,000, the Late Fee is \$75.

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 statement that you request. However, we will not charge a fee if you request copies in connection with a billing error.

OVERDRAFT FEE. We will charge you an Overdraft Fee each time that, as of the close of a billing period, your outstanding Account balance exceeds your Account credit limit. This fee may be charged even if the transaction based on the sum of all outstanding purchases, cash advances, balance transfers, other charges, other fees and finance charges at the end of the billing period, if the sum is equal to or less than \$1,000, the Overdraft Fee is \$5. If the sum is greater than \$1,000, the Overdraft Fee is \$15.

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

CANCELLATION. You may cancel your Account by notifying us in writing or by telephone and returning or destroying every Card and unused check that we have provided you. Of course, you will still be responsible to us for any amount you owe us under this Agreement. You may pay any amount you owe us according to the terms of this Agreement. If your Account is a joint Account, either Cardholder 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, P.O. Box 1510, Wilmington, DE 19850-5516. Please include your name, address, home telephone number and Account number.

We may from time to time review your credit, employment and income records. Our personnel may listen to or record telephone calls between you and our representatives in order to evaluate the quality of our service to our Cardmembers without notice to you. We may use any medium, including but not limited to mail, live telephone calls, automated telephone equipment, prefaced 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 1536, 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.

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

CHANGE OF TERMS. We may change any term or part of this Agreement, including, but not limited to, any finance charge rate, fee or method of computing any balance upon which the finance charge rate is based, or add any new term or part to this Agreement by sending you a written or electronically delivered notice at least 15 days before the change is to become effective. We may apply any such change to the outstanding balance of your Account on the effective date of the change and to new charges made after that date. If you do not agree to the change, you must notify us in writing or electronically within 15 days after the mailing of the notice of change at the address provided in the notice of change, in which case your Account will be closed and you must pay us the balance that you owe us under the existing terms of the 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.

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

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

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

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

any of this arbitration provision, or the Agreement or of any prior agreement, you or we may elect to resolve the claim or dispute by binding arbitration.

IF EITHER YOU OR WE ELECT ARBITRATION, NEITHER YOU NOR WE SHALL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM. PRE-HEARING DISCOVERY RIGHTS AND POST-HEARING APPEAL RIGHTS WILL BE LIMITED, NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CARDMEMBERS WITH RESPECT TO OTHER ACCOUNTS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY ("CLASS ACTION WAIVER"). Notwithstanding anything else to the contrary in this arbitration provision, only a court, and not an arbitrator, shall determine the validity and effect of the class action waiver. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit; and nothing undertaken therein shall constitute a waiver of any rights under this arbitration provision.

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

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 whatever lies 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 300, Irvine, CA 92614 (phone 1-800-352-5151) or NAF at P.O. Box 5019, Minneapolis, MN 55405 (phone 1-800-447-1771). No other arbitration forum will be permitted, except as agreed to pursuant to either the Change of Term 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 1510, Wilmington, DE 19850-5520. The arbitrator will decide who will ultimately be responsible for paying these fees. In no event will you be required to reimburse us for any arbitration filing, administration, or hearing fees in an amount greater than what your and our combined court costs would have been if the claim had been resolved in a state court with jurisdiction. In no event will you be required to pay any fees or costs incurred by us in connection with

an arbitration proceeding where such a requirement is prohibited by law. Any arbitration hearing will take place in the federal judicial district where you reside. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and shall be authorized to award all remedies permitted by the substantive laws that would apply if the action were pending in court. If requested by any party, the arbitrator shall write an opinion concluding the reason for the award. The arbitrator's decision will be final and binding except for any appeal rights under the FAA and except that if the amount in controversy exceeds \$100,000, any party may appeal the award within 30 days to a three-arbitrator panel which shall review the award de novo. Unless applicable law provides otherwise, the appealing party will pay the costs of the appeal, regardless of its outcome. However, we will consider 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, or award by the arbitrator may be enforced in any court having jurisdiction.

Our rights and obligations under this arbitration provision shall not be affected by any reasonable request for us to bear the fees charged by the arbitration administrator and the arbitrator in connection with the appeal, judgment, or award by the arbitrator may be enforced in any court having jurisdiction.

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 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 or Disputes section will be void with respect to that proceeding.

Discover Bank

DISCOVER PLATINUM CARD

R. D. Hickey
Vice President

PRIVACY POLICY

We Respect Your Privacy

Our mission is to provide you with superior products and service, along with the peace of mind knowing that your privacy is secure. We understand your concern 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 detail.

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's 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 dealing with us and others, from consumer reporting agencies, and from other sources, such as our Web sites. For example:

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

2.11 Personal Information Shared With Others?

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

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

a. Sharing Personal Information with Our Corporate Family

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

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

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

c. Sharing Personal Information with Others

We may share the information we collect about you, as described in Section 1, with companies that perform support or marketing services on our behalf, such as mailing, market research and data processing, other financial institutions with which we have joint marketing agreements, or companies that are our partners in certain 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 our policy to maintain the information we collect about you as accurate and complete. If you see information in your monthly billing statements or elsewhere which suggests that our information is incomplete or inaccurate, please write to us at Discover Card, P.O. Box 30941, Salt Lake City, UT 84130-0943 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 returns and manage your finances.

To indicate your preferences, call us at 1-800-225-5202 or write to us at Discover Card, P.O. Box 30941, Salt Lake City, UT 84130-0943. If you have previously notified us about your privacy preferences, it is not necessary to do 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 protect your request, we require that the request be provided to you directly and not through a third party. You will need to provide us with your preferences for each credit card account you have with us.

You may tell 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 ability 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 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 your preferences and we will treat that request as applying to the entire account. We do not share information about former customers, except as permitted by law.

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

Vermont Residents - Your State Laws Require Financial Institutions to Obtain Your Consent Prior To Sharing Information About You With Others. Except as permitted by law, we will not share information we collect about you with non-affiliated third parties or companies in our corporate family unless you call us at 1-800-DISCOVER and authorize us to do so.

KEEP THIS NOTICE FOR FUTURE USE

Your Billing Rights

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

I. 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 (or Notice of Billing Error). Write to us as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

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

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

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

After we receive your letter, we cannot try to collect any amount you dispute. 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 tell anyone we report you to 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 150 of the questioned amount, even if your bill was correct.

3. Special Rule For Credit Card Purchases

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

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

- (a) you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) the purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant or if we mailed you the advertisement for the goods or services.

DISCOVER® CARD CASHBACK BONUS® PLUS PROGRAM TERMS AND CONDITIONS

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

1. Cashback Bonus awards are amounts denominated in dollars and cents which may be accrued by Cardmembers by using their Discover® Card for qualified purchases. Cashback Bonus awards include Purchase Cashback Bonus awards and other Cashback Bonus awards as described below. Cashback Bonus awards are not accrued for prohibited transactions (as defined in the Cardmember Agreement), cash advances or balance transfers.
2. Purchase Cashback Bonus amounts are calculated based on purchases made during an annual period corresponding to the Cardmember's anniversary year as described in paragraph 3 below. The first anniversary year begins on the date the Card is issued and ends on the last day of the twelfth monthly billing period which follows. Each successive anniversary year is the applicable one-year period composed of the next twelve monthly billing periods.
3. Except as provided below and in paragraph 4 below, the accrued amount of a Purchase Cashback Bonus award is calculated by multiplying the total qualified purchases at the end of each billing period by 1.5% (0.015). If the purchases are part of the first \$1,500 in purchases during the anniversary year, and
- 50% (0.50%) if the purchases are part of the second \$1,500 in purchases during the anniversary year, and
- 25% (0.25%) if the purchases are part of the purchases in excess of \$3,000 during the anniversary year.

In addition, any purchases made at select warehouse clubs or discount stores, including grocery stores affiliated with these stores, will receive a fixed purchase Cashback Bonus award of 2.5% (0.025) of the amount of the purchases. However, these purchases are included in the total amount of purchases made during the anniversary year and are used to determine the applicable percentage rate listed above for other purchases. For example, a Cardmember's first purchase will not receive 1.5% (0.015) if the Cardmember has already made more than \$1500 in warehouse or

discount store purchases. Please call 1-800-347-7896 or visit our Web Site at DiscoverCard.com for a list of these select clubs and stores.

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

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

5. All Cashback Bonus awards will be held in the Cashback Bonus Account. The Cashback Bonus amount available for disbursement is the amount in the Cashback Bonus Account, as of, the last day of the Cardmember's previous billing period. However, Cashback Bonus awards may be released in increments of \$20 only. Cardmembers have no right to accrued Cashback Bonus amounts of less than \$20 or amounts within the \$20 increments.
6. Only Cardmembers in good standing with open Accounts may accrue the applicable anniversary year as described in paragraph 3 above. The first anniversary year begins on the date the Card is issued and ends on the last day of the twelfth monthly billing period which follows. Each successive anniversary year is the applicable one-year period composed of the next twelve monthly billing periods.
7. In the event a Card is lost or stolen, the accrued amount of the Cashback Bonus award in the Cashback Bonus Account, the amount of qualifying purchases and the anniversary date from the old Account will be transferred to the new Account.

8. Discover Card reserves the right to make other adjustments to Cashback Bonus amounts accrued based on Account activity. For example, any return will decrement these amounts as determined in Discover Card's sole discretion. Returns will decrement the Cardmember's Cashback Bonus amounts based on the Cardmember's level at the time of the return, however, for returns made during the first 90 days of an anniversary year, except for the first year of participation in the Cashback Bonus Plus program, Purchase Cashback Bonus return will decrement the Cashback Bonus amount at 25% (0.025). Discover Card also reserves the right to truncate or round Cashback Bonus amounts to the nearest cent as determined in its sole discretion. If the Cardmember receives a Cashback Bonus award in excess of the amount in the Cashback Bonus Account, the Cardmember's Account will be debited for the entire amount of the erroneous award disbursement. This amount will be subject to the terms of the Cardmember Agreement, including, but not limited to, the imposition of finance charges.

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

If an Account is inactive for 12 consecutive months, any amount of \$20 or more in accrued Cashback Bonus awards will be paid to the Cardmember as an Account credit in \$20 increments. If the \$20 minimum, or an increment of \$20 hereinafter not reached, that amount will be forfeited. If an Account is closed for any reason, any Cashback Bonus awards in the Cashback Bonus Account will be forfeited.

DESCRIPTION OF COVERAGE

SCHEDULED AIR TRAVEL ACCIDENT INSURANCE. Discover® Platinum Cardmembers are provided with up to \$500,000 Scheduled Air Travel Accident protection. Whenever you use your Discover Platinum Card (the "credit card") to charge your entire Common Carrier Fare Ticket to the Cardmember's Account, an electronic deposit into an Account designated by the Cardmember, a check that is mailed to the Cardmember, a charitable donation to selected charities, or an exchange of the Cashback Bonus award for selected products or services, the terms of which will be contained in the offer, Cardmembers may select more than one redemption method, however each redemption and each

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

Cardmembers may redeem Cashback Bonus awards by calling 1-877-YOUR-AWARD (1-877-508-7292) 24 hours a day/7 days a week or on the Internet at DiscoverCard.com. Prior to redemptions, the transactions on which Cashback Bonus awards are calculated may be audited for compliance with these Terms and Conditions.

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

8. Discover Card reserves the right to make other adjustments to Cashback Bonus amounts accrued based on Account activity. For example, any return will decrement these amounts as determined in Discover Card's sole discretion. Returns will decrement the Cardmember's Cashback Bonus amounts based on the Cardmember's level at the time of the return, however, for returns made during the first 90 days of an anniversary year, except for the first year of participation in the Cashback Bonus Plus program, Purchase Cashback Bonus return will decrement the Cashback Bonus amount at 25% (0.025). Discover Card also reserves the right to truncate or round Cashback Bonus amounts to the nearest cent as determined in its sole discretion. If the Cardmember receives a Cashback Bonus award in excess of the amount in the Cashback Bonus Account, the Cardmember's Account will be debited for the entire amount of the erroneous award disbursement. This amount will be subject to the terms of the Cardmember Agreement, including, but not limited to, the imposition of finance charges.

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

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

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

PLAN FEATURES

Benefit Amount: \$500,000 Family Aggregate Principal Sum

ACCIDENTAL DEATH BENEFITS. Insurance coverage will be equal to the benefit amount for accidental loss of life. The loss must occur within one year of the accident that caused the injury. Family Aggregate Principal sum means the total amount of insurance in force on the Cardmember, his or her spouse and their dependent children for any one accident. If more than one insured person dies as the result of the injury, benefits for 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 proportionate basis to each Cardmember up to his aggregate limit of liability. As used herein, Cardmember means Cardmember, his or her insured spouse and insured dependent children. This aggregate limit does not relate to 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 does not relate to or in any way affect the Family Aggregate Principal sum and (b) which directly (independent of illness, disease, mental infirmity, bodily infirmity or any other cause) causes a covered loss.

DISAPPEARANCE BENEFITS. We will presume you suffered loss of life due to an accident if you are failing in a scheduled Air Carrier that is involved in a covered accident and as a result of the accident, the scheduled Air Carrier is wrecked, sinks or disappears; and your body is not found within one (1) year of the accident.

The total of all benefits payable for you, your spouse and your dependent children from the same accident will not exceed the \$500,000 Family Aggregate Principal sum.

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

EFFECTIVE DATE. Your coverage 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 child of those that follow: (1) your spouse; (2) your children; (3) your parents; or (4) your brothers and sisters if no child has a surviving beneficiary in your estate. You may change your beneficiary by writing to the Insurance Company at: Accident & Health Division, 500 West Madison Street, Suite 2200, Chicago, IL 60601.

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

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

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

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

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

Benefits are not payable for losses due to injury sustained while on a trip for which the tickets were purchased with a frequent flyer voucher. Complete provisions pertaining to this plan of insurance are contained in Policy #902072 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 SUDS001) is not a contract of insurance but is simply an informative statement to each eligible individual of the principal provisions of the insurance while in effect.

If a conflict exists between a statement in this Description of Coverage and any provision in the Policy, the Policy will govern. Claims administered by: A&H Claims Department, P.O. Box 15501, Wilmington, DE 19850-5501, (800) 551-0824.

- 21 -

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 (one 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 \$75,000 per incident, on claims for Collision Damage to the Rented Automobile for which You or any authorized driver is legally responsible to the Rental Agency. In no event will We be liable beyond the amounts actually paid by either You or the Rental Agency. Reimbursement will be on an Actual Cash Value basis.

* From the amount of reimbursement due, the amount of any valid and collectible insurance, or the sum of 10 (whichever is greater), shall be deducted.

DEFINITIONS:

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

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

* Eligible Card means the Discover Platinum credit card.

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

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

* Rented Automobile means a four-wheeled, private passenger-type motor vehicle or a minivan 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 mean Virginia Surety Company, Inc.

* You or Your mean 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 cohabitated 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:

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

- 22 -

- 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.
- You

WHERE YOU'RE COVERED:

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

PERIOD OF COVERAGE:

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

EXCLUDED RENTAL VEHICLE:

- Trucks, recreational vehicles, campers, pickup trucks, minibuses, full-size vans mounted on truck chassis, vehicles manufactured to seat more than eight occupants, vehicles when used to carry, haul or transport any type of cargo or property, off-road vehicles, mobiles, mobile homes, 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), specialized vehicles or exotics (including Aston Martin, Bentley, British, Daimler, Escalade, Ferrari, Jensen, Lamborghini, Lincoln, Maserati, Pontiac, Rolls Royce or similar vehicles, selected models of Alfa Romeo, Mercedes-Benz, Cadillac, and Lincoln).

WHAT IS NOT COVERED:

- Coverage is not all-inclusive, which means it does not cover such things as personal injury, personal liability, or personal property. In other words, it does not cover You for damage to someone else's vehicle, or property, Your property or personal property inside the vehicle. It does not cover You for any injury to any party.
- Loss resulting from any dishonest, fraudulent or criminal act.
- Loss resulting from forgetfulness.
- Loss that occur 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 contributory or illegal activities.
- International loss or damage.
- Loss resulting from hostility of any kind (including declared war, undelivered war, invasion, rebellion, riot, civil commotion, or insurrection) or confiscation by authorities.
- Loss due to nuclear reaction or radioactive contamination.

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

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, within the first ending and next beginning within a 24-hour period).

Lease or sublease.

- Expenses assumed, waived, or paid by the rental Agency or its insure.

Any obligation You assume under any agreement (other than the standard rental car agreement).

- Loss resulting from an authorized driver's lack of reasonable care in protecting the Rented Automobile before or after the loss occurs (including, but not limited to, mysterious disappearance of the rental car key, 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 unrented for road use.

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

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

Lease or sublease.

- Expenses assumed, waived, or paid by the rental Agency or its insure.

Any obligation You assume under any agreement (other than the standard rental car agreement).

- Loss resulting from an authorized driver's lack of reasonable care in protecting the Rented Automobile before or after the loss occurs (including, but not limited to, mysterious disappearance of the rental car key, 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 unrented for road use.

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

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

Lease or sublease.

- Expenses assumed, waived, or paid by the rental Agency or its insure.

Any obligation You assume under any agreement (other than the standard rental car agreement).

- Loss resulting from an authorized driver's lack of reasonable care in protecting the Rented Automobile before or after the loss occurs (including, but not limited to, mysterious disappearance of the rental car key, 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 unrented for road use.

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

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

Lease or sublease.

- Expenses assumed, waived, or paid by the rental Agency or its insure.

Any obligation You assume under any agreement (other than the standard rental car agreement).

- Loss resulting from an authorized driver's lack of reasonable care in protecting the Rented Automobile before or after the loss occurs (including, but not limited to, mysterious disappearance of the rental car key, 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 unrented for road use.

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

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

Lease or sublease.

- Expenses assumed, waived, or paid by the rental Agency or its insure.

Any obligation You assume under any agreement (other than the standard rental car agreement).

- Loss resulting from an authorized driver's lack of reasonable care in protecting the Rented Automobile before or after the loss occurs (including, but not limited to, mysterious disappearance of the rental car key, 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 unrented for road use.

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

- 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.

FOR NEW YORK RESIDENTS:

- The amounts of insurance set forth in this section are the maximum allowed by New York law. Actual amount of insurance may be lower under the coverage.
- Secondary Rental Car Collision Coverage will reimburse You or the Rental Agency for Covered Damages as a result of Collision Damage on an excess basis (over and above any amount due from any other valid and collectible insurance or any other form of reimbursement payable by those responsible for the loss) except when the Rented Automobile is used outside the United States, its territories and possessions, or when the Eligible Card was issued to You as an employee of an organization which has provided the Eligible Card for business use, in which case coverage is primary.

SECONDARY RENTAL CAR COLLISION COVERAGE

- After Collision Damage occurs, You must contact the administrator, An Innovative 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 handle Your claim.

REPORTABLE COLLISION DAMAGE

- 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:

- Secondary Rental Car Collision Coverage is an insurance program.
- Reminder: Please refer to the Insurance Disclosures section.

Insurance Distributor:

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

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

Discover Financial Services, Inc. or the Company can cancel or choose not to renew the insurance coverages for all insureds. If this happens, Discover (Financial) Services, Inc. will notify the Cardmember account holder at least 20 days in advance of the expiration of the policy. Such notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by the same insurer. Insurance benefits will still apply to car rentals commenced prior to the date of such cancellation or non-renewal, provided all other terms and conditions of coverage are met.

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

All parties are expected to exercise due diligence and prudent judgement to avoid or diminish any loss to the property insured under this program. Coverage will be void if, at any time, the Cardmember has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the Cardmember's interest herein, or in the case of any fraud or false swearing by the Cardmember relating thereto. No person or entity other than the Cardmember shall have any legal or equitable right, remedy, or claim for insurance proceeds and/or damages under or arising out of this coverage. Salvage may be requested by the administrator. If salvage is requested, it must be remitted to the administrator. If 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 (2160)

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsifications to authorities, that he 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)

00000000000000000000000000000000

00000000000000000000000000000000

WSNE A misillW
visionononP

04469716

APPLICATION

isn't denied (line 14), but it's denied (line 15) to the teacher (line 16).

Comments are welcome on the draft of the Code of Practice on the use of Vertebrate Animals in the Testing of Cosmetic Products, which is now available on the Commission's website.

(Digitized by Srujanika)

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
01/10/06
FEB 03 2006
CJM

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

Visit www.clerk.pa.gov for additional information
about the Pennsylvania Courts

THE SOUTHERN PENNSYLVANIA CONFERENCE OF THE METHODIST CHURCH

100-33A
NO. 02-1460-CD
SERIAL NO. 1 OF 1
CC-2464-A11

DISCOVER BANK

DEPARTMENT OF INVESTIGATION, BOSTON, MASSACHUSETTS, NOVEMBER 21, 1946.

ପ୍ରଦୀପ କାନ୍ତାଳୀ

AND A 100% INVESTMENT IN THE CONTINENT'S THIRTEEN COUNTRIES.

EF35V3X DEHAVENT COUPURE

AMOUNT	100.00	28.62	100.00	28.62

Digitized by Google

What is evolution? (Now?)

Block 1: *to work*

FILED
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 No. 05-1450-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

BETSY S SPENCER
AKA BETSY SPENCER

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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
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 Atty pd. 20.00
m/2/27/06 1C&Notice
MAR 09 2006 to Def.

William A. Shaw Statement
Prothonotary/Clerk of Courts to Atty
(610)

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
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 7th 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
vs.

BETSY S SPENCER
AKA BETSY SPENCER

NON-MILITARY AFFIDAVIT

Defendant

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

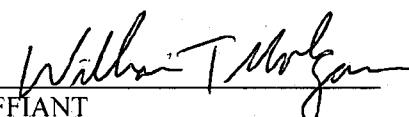
That he/she is the duly authorized agent of the Plaintiff in the within matter.

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.

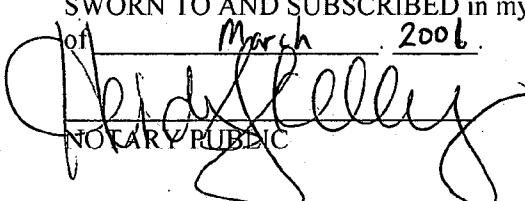
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, BETSY S SPENCER
AKA BETSY SPENCER is not in the military service.

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**

B.C.C.A. DOCKET NO. B-52-04

APPEAL FROM THE COURT OF APPEAL FOR BRITISH COLUMBIA

APPEAL FROM THE COURT OF APPEAL FOR BRITISH COLUMBIA

AND THE SUPERIOR COURT OF BRITISH COLUMBIA

APPEAL NO. B-52-04	PLAINTIFF'S APPEAL	DEFENDANT'S APPEAL	APPEAL NO. B-52-04
PLAINTIFF'S APPEAL	Defendant's Appeal	Plaintiff's Appeal	Defendant's Appeal

NOTICE OF APPEAL AND CROSS-APPEAL: The Plaintiff and Defendant have filed their notices of appeal and cross-appeal. The Plaintiff has filed an appeal from the decision of the Superior Court of British Columbia, dated January 12, 2004, in which the Plaintiff was granted an injunction against the Defendant.

NOTICE OF APPEAL AND CROSS-APPEAL: The Plaintiff and Defendant have filed their notices of appeal and cross-appeal. The Plaintiff has filed an appeal from the decision of the Superior Court of British Columbia, dated January 12, 2004, in which the Plaintiff was granted an injunction against the Defendant.

NOTICE OF APPEAL AND CROSS-APPEAL: The Plaintiff and Defendant have filed their notices of appeal and cross-appeal. The Plaintiff has filed an appeal from the decision of the Superior Court of British Columbia, dated January 12, 2004, in which the Plaintiff was granted an injunction against the Defendant.

NOTICE OF APPEAL AND CROSS-APPEAL: The Plaintiff and Defendant have filed their notices of appeal and cross-appeal. The Plaintiff has filed an appeal from the decision of the Superior Court of British Columbia, dated January 12, 2004, in which the Plaintiff was granted an injunction against the Defendant.

NOTICE OF APPEAL AND CROSS-APPEAL: The Plaintiff and Defendant have filed their notices of appeal and cross-appeal. The Plaintiff has filed an appeal from the decision of the Superior Court of British Columbia, dated January 12, 2004, in which the Plaintiff was granted an injunction against the Defendant.

NOTICE OF APPEAL AND CROSS-APPEAL: The Plaintiff and Defendant have filed their notices of appeal and cross-appeal. The Plaintiff has filed an appeal from the decision of the Superior Court of British Columbia, dated January 12, 2004, in which the Plaintiff was granted an injunction against the Defendant.

NOTICE OF APPEAL AND CROSS-APPEAL: The Plaintiff and Defendant have filed their notices of appeal and cross-appeal. The Plaintiff has filed an appeal from the decision of the Superior Court of British Columbia, dated January 12, 2004, in which the Plaintiff was granted an injunction against the Defendant.

William A. Shaw
Prothonotary/Clerk of Courts

MAR 09 2006
FILED

APPEAL NO. B-52-04

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 05-1450-CD

CC
2

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

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.

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

Prothonotary

By: Walter Chang
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 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

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

 COPY

Discover Bank
Plaintiff(s)

No.: 2005-01450-CD

Real Debt: \$8,236.63

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Betsy S. Spencer
Defendant(s)

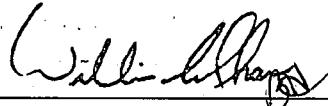
Entry: \$20.00

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

v.s.

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
m 11 08 2008
SEP 10 2008
60

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. 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)

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 No. 05-1450-CD

vs.

BETSY S SPENCER

Defendants

NATIONAL CITY BANK OF PA,

Garnishee,

**PRAECLPICE 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. \$20.00
M 11/09/01 SEP 10 2008 3CCole
writs to
William A. Shaw
Prothonotary/Clerk of Courts Sheriff
612

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: Walt Molczan

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

Copy

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

John H. ...
Deputy

DATED: 01/01/08

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: _____ TÉLEPHONE 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
U.S. DISTRICT COURT
CLERK'S OFFICE
MAY 10 2008
SUSAN M. SPURGEON
CLERK OF COURT
U.S. DISTRICT COURT
CLERK'S OFFICE
MAY 10 2008
SUSAN M. SPURGEON
CLERK OF COURT

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

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

FILED

09/30/08
SEP 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

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 _____

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Nevels
Deputy Signature

Jerome M. Nevels
Print Deputy Name

SWORN TO BEFORE ME THIS

DAY OF 2008

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
09/30/08
SEP 15 2008
LS
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of 2008



Chester A. Hawkins
Sheriff

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

DISCOVER BANK

Plaintiff No. 05-1450-CD

vs.

BETSY S SPENCER

Defendants

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

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

SEP 10 2008

Attest.

William A. Clegg
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
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

DATED: 9/10/08

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

WWR#4469716

Chester A. Hawley
S. Sheriff
by Maelyn Harris

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.

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 No. 05-1450-CD

vs.

BETSY S SPENCER

Defendants

and

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

5
FILED NOCC
60105761
OCT 09 2008
(lm)

William A. Shatz
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? *Checking acct 110350589 had a balance of 802.35-
Savings acct 8120272864 had a balance of 120.04
Checking acct 110351573 had a balance of 420.33*

Checking 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 8120272864 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
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
Raymond Glover
Team Leader

Interrogatories submitted by:

K. Sayler
Attachment Verification Specialist

Kim Sayler
Special Services Processor
National City Bank
4100 West 180th Street
Cleveland, Ohio 44135
216-267-5821

FILED

OCT 09 2008

William A. Shaw
Prothonotary/Clerk of Courts

RECEIVED
DOUGLASS COUNTY CLERK'S OFFICE
CLERK'S OFFICE
DOUGLASS COUNTY, COLORADO
RECEIVED - CLERK'S OFFICE
RECEIVED - CLERK'S OFFICE

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

DISCOVER BANK

Plaintiff

No. 05-1450-CD

vs.

PRAECLPICE FOR JUDGMENT AGAINST
GARNISHEE

BETSY S SPENCER

Defendant

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

WWR#4469716

S
FILED Atty pd. 00.00
11/3/2008 NOV 07 2008 1000
1000 Notice to Garnishee
William A. Shaw
Prothonotary/Clerk of Courts
Statement to Atty

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 7th Avenue, Pittsburgh, PA 15219
And that the last known address of the Garnishee is: 200 North Brady Street, Du Bois, PA 15801

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

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.

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

Prothonotary

By:

Walt L. Hark
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

No. 05-1450-CD

vs.

INTERROGATORIES IN ATTACHMENT
NATIONAL CITY BANK OF PA

BETSY S SPENCER

Defendants

and

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

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?

~~Checking acct 110350584 had a balance of 802.35~~
~~Checking acct 8720272864 had a balance of 120.04 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 110350584 has some balance of 802.35~~
~~Checking acct 110351573 has some 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

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
Raymond Glover
Team Leader

Interrogatories submitted by:

Kim Saylor
Kim Saylor
Attachment Verification Specialist

Kim Saylor
Special Services Processor
National City Bank
4100 West 150th Street
Cleveland, Ohio 44135
216-267-5921

卷之三

NOV 07 2008

William A. Shaw
Prothonotary/Clerk of Courts

СОВЕТСКИЙ

1987.1.12.20.18

Change and its role in climate predictability

Heidegger and the Problem of Time

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

COPY

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

5
FILED pd \$700 Atty
Molczan
my 140 LM
DEC 18 2008 2CC Atty
William A. Shaw
Prothonotary/Clerk of Courts
Molczan

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

DISCOVER BANK

Plaintiff No. 05-1450-CD

vs.

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

BETSY S SPENCER

Defendant

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

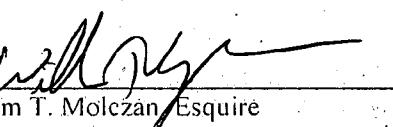
Garnishee

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.

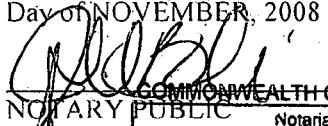
WELTMAN, WEINBERG & REIS CO., L.P.A.

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



COMMONWEALTH OF PENNSYLVANIA
NOTARY PUBLIC 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 No. 05-1450-CD

vs.

BETSY S SPENCER

Defendant

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

FILED *GW*
MAY 11 2009 20:00
S C.C. 2009
William A. Shaw
Prothonotary/Clerk of Courts Writs
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	\$	
-------	----	--

SUBTOTAL:	\$	8,358.58
------------------	----	-----------------

Costs (to be added by Prothonotary):	Prothonotary costs	<u>172.00</u>
--------------------------------------	---------------------------	---------------

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

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

WELTMAN, WEINBERG & REIS CO., L.P.A.
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 \$ 1700 Prothonotary costs

Prothonotary

Willie L. Hansen

Deputy

DATED: 5/11/09

WWR#4469716

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

DISCOVER BANK

Plaintiff

No. 05-1450-CD

vs.

INTERROGATORIES IN ATTACHMENT
NATIONAL CITY BANK OF PA

BETSY S SPENCER

Defendant

and

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

FILED NO
MAY 11 2009
S
William A. Shaw
Prothonotary/Clerk of Courts
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
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
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

ANNE ARUNDEL COUNTY, MARYLAND
CLERK'S OFFICE

SEARCHED
INDEXED

FILED
RECORDED

APR 16 2009

CLERK'S OFFICE, ANN ARUNDEL COUNTY

SEARCHED

ANNE ARUNDEL COUNTY
CLERK'S OFFICE

RECEIVED IN THE CLERK'S OFFICE OF ANNE ARUNDEL COUNTY, MARYLAND, ON THE 11TH DAY OF MAY, 2009, A PETITION FOR A WRIT OF HABEAS CORPUS, FILED BY THE PETITIONER, JAMES R. COOPER, JR., IN THE STATE OF MARYLAND, IN THE CIRCUIT COURT FOR ANN ARUNDEL COUNTY, MARYLAND, IN THE MATTER OF JAMES R. COOPER, JR., AND THE STATE OF MARYLAND, IN THE CIRCUIT COURT FOR ANN ARUNDEL COUNTY, MARYLAND, IN THE MATTER OF JAMES R. COOPER, JR.

RECEIVED IN THE CLERK'S OFFICE OF ANNE ARUNDEL COUNTY, MARYLAND, ON THE 11TH DAY OF MAY, 2009, A PETITION FOR A WRIT OF HABEAS CORPUS, FILED BY THE PETITIONER, JAMES R. COOPER, JR., IN THE STATE OF MARYLAND, IN THE CIRCUIT COURT FOR ANN ARUNDEL COUNTY, MARYLAND, IN THE MATTER OF JAMES R. COOPER, JR., AND THE STATE OF MARYLAND, IN THE CIRCUIT COURT FOR ANN ARUNDEL COUNTY, MARYLAND, IN THE MATTER OF JAMES R. COOPER, JR.

RECEIVED IN THE CLERK'S OFFICE OF ANN ARUNDEL COUNTY, MARYLAND, ON THE 11TH DAY OF MAY, 2009, A PETITION FOR A WRIT OF HABEAS CORPUS, FILED BY THE PETITIONER, JAMES R. COOPER, JR., IN THE STATE OF MARYLAND, IN THE CIRCUIT COURT FOR ANN ARUNDEL COUNTY, MARYLAND, IN THE MATTER OF JAMES R. COOPER, JR., AND THE STATE OF MARYLAND, IN THE CIRCUIT COURT FOR ANN ARUNDEL COUNTY, MARYLAND, IN THE MATTER OF JAMES R. COOPER, JR.

RECEIVED IN THE CLERK'S OFFICE OF ANN ARUNDEL COUNTY, MARYLAND, ON THE 11TH DAY OF MAY, 2009, A PETITION FOR A WRIT OF HABEAS CORPUS, FILED BY THE PETITIONER, JAMES R. COOPER, JR., IN THE STATE OF MARYLAND, IN THE CIRCUIT COURT FOR ANN ARUNDEL COUNTY, MARYLAND, IN THE MATTER OF JAMES R. COOPER, JR., AND THE STATE OF MARYLAND, IN THE CIRCUIT COURT FOR ANN ARUNDEL COUNTY, MARYLAND, IN THE MATTER OF JAMES R. COOPER, JR.

RECEIVED IN THE CLERK'S OFFICE OF ANN ARUNDEL COUNTY, MARYLAND, ON THE 11TH DAY OF MAY, 2009, A PETITION FOR A WRIT OF HABEAS CORPUS, FILED BY THE PETITIONER, JAMES R. COOPER, JR., IN THE STATE OF MARYLAND, IN THE CIRCUIT COURT FOR ANN ARUNDEL COUNTY, MARYLAND, IN THE MATTER OF JAMES R. COOPER, JR., AND THE STATE OF MARYLAND, IN THE CIRCUIT COURT FOR ANN ARUNDEL COUNTY, MARYLAND, IN THE MATTER OF JAMES R. COOPER, JR.

RECEIVED IN THE CLERK'S OFFICE OF ANN ARUNDEL COUNTY, MARYLAND, ON THE 11TH DAY OF MAY, 2009, A PETITION FOR A WRIT OF HABEAS CORPUS, FILED BY THE PETITIONER, JAMES R. COOPER, JR., IN THE STATE OF MARYLAND, IN THE CIRCUIT COURT FOR ANN ARUNDEL COUNTY, MARYLAND, IN THE MATTER OF JAMES R. COOPER, JR., AND THE STATE OF MARYLAND, IN THE CIRCUIT COURT FOR ANN ARUNDEL COUNTY, MARYLAND, IN THE MATTER OF JAMES R. COOPER, JR.

RECEIVED IN THE CLERK'S OFFICE OF ANN ARUNDEL COUNTY, MARYLAND, ON THE 11TH DAY OF MAY, 2009, A PETITION FOR A WRIT OF HABEAS CORPUS, FILED BY THE PETITIONER, JAMES R. COOPER, JR., IN THE STATE OF MARYLAND, IN THE CIRCUIT COURT FOR ANN ARUNDEL COUNTY, MARYLAND, IN THE MATTER OF JAMES R. COOPER, JR., AND THE STATE OF MARYLAND, IN THE CIRCUIT COURT FOR ANN ARUNDEL COUNTY, MARYLAND, IN THE MATTER OF JAMES R. COOPER, JR.

RECEIVED IN THE CLERK'S OFFICE OF ANN ARUNDEL COUNTY, MARYLAND, ON THE 11TH DAY OF MAY, 2009, A PETITION FOR A WRIT OF HABEAS CORPUS, FILED BY THE PETITIONER, JAMES R. COOPER, JR., IN THE STATE OF MARYLAND, IN THE CIRCUIT COURT FOR ANN ARUNDEL COUNTY, MARYLAND, IN THE MATTER OF JAMES R. COOPER, JR., AND THE STATE OF MARYLAND, IN THE CIRCUIT COURT FOR ANN ARUNDEL COUNTY, MARYLAND, IN THE MATTER OF JAMES R. COOPER, JR.

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

DISCOVER BANK

VS

BETSY S. SPENCER

TO: NATIONAL CITY BANK OF PA., Garnishee

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 05/29/2009 ASAP HEARING: PAGE: 105650

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

FILED
073,40cm
MAY 28 2009
IS
William A. Shaw
OCCURRED by Clerk of Courts

ATTEMPTS _____

SHERIFF'S RETURN

NOW, 5-22-09 AT 10:57 AM 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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Nevin
Deputy Signature

Jerome M. Nevin
Print Deputy Name

PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT AND DEFENDANT'S
OPPOSITION

Plaintiff's Motion

Plaintiff's Motion for Summary Judgment and Defendant's
Opposition

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.

S
FILED
05/14/2009
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

So Answers,

Day of 2009


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 \$ 172.00 Prothonotary costs

Prothonotary

Willie L. Hagan
Deputy

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

DATED: 5/11/09

WWR#4469716

Sheriff

Chesler A. Hawkins
My Manly Form

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 \$ 173.00 Prothonotary costs

Prothonotary

Willie L. Hause
Deputy

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

DATED: 5/11/09

WWR#4469716

Sheriff

Chesler A. Hause
By *Mary Hause*

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

DISCOVER BANK

Plaintiff No. 05-1450-CD

vs.

INTERROGATORIES IN ATTACHMENT
NATIONAL CITY BANK OF PA

BETSY S SPENCER

Defendant

and

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

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
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)

(Title) of _____, garnishee herein,

(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)

11-11-11
BEN, JR. VAW
Ward 4, County of Bucks

WONTONSHIRE

2009-05-29 10:00 AM (Local time) or 2009-05-29 10:00 AM (Universal time)

2009-05-29 10:00 AM (Local time) or 2009-05-29 10:00 AM (Universal time)

2009-05-29 10:00 AM (Local time) or 2009-05-29 10:00 AM (Universal time)

2009-05-29 10:00 AM (Local time) or 2009-05-29 10:00 AM (Universal time)

2009-05-29 10:00 AM (Local time) or 2009-05-29 10:00 AM (Universal time)

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

Garnishee(s)

FILED 3CC Atty
m 12 25pm Warmbrodt
NOV 12 2009

William A. Shaw
Prothonotary/Clerk of Courts

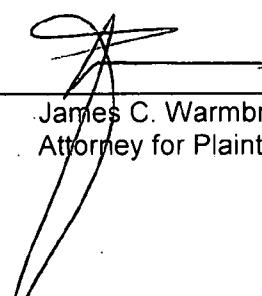
PRAECEIPE TO DISCONTINUE ATTACHMENT EXECUTION

TO THE PROTHONOTARY:

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

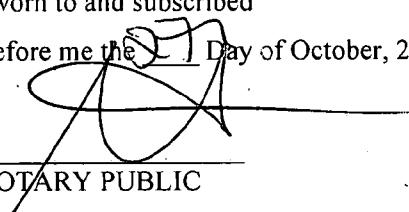
WELTMAN, WEINBERG & REIS CO., L.P.A.

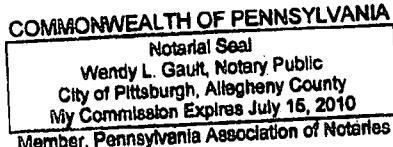
By


James C. Warmbrodt, Esquire
Attorney for Plaintiff

Sworn to and subscribed

Before me the 12 Day of October, 2009


NOTARY PUBLIC



FILED

NOV 12 2009

William A. Shaw
Prothonotary/Clerk of Courts

AMERICAN BANKERS ASSOCIATION
COUNCIL
1000 19th Street, N.W.
Washington, D.C. 20006-3702
FAX: (202) 737-6600
E-mail: ABA@ABA.org

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	\$	
SUBTOTAL:	\$	10162.75
Costs (to be added by Prothonotary):	\$	<u>192.00</u>

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

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

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

FILED ^(R)

9 JAN 11 2010
m/3:45pm
William A. Shaw
Prothonotary/Clerk of Courts
Clerk to Atte
+ Issues Writ
To Suff 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 identified 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 identified 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 identified 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

No. 05-1450-CD

vs.

BETSY S SPENCER

Defendant

and

JUNIATA VALLEY BANK

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#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
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 P.A. 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)

Copy ready

FILED

JAN 11 2013

William A. Shaw
Prothonotary/Clerk of Courts

RECEIVED 1/11/2013 10:00 AM BY CLERK OF COURTS

RECEIVED 1/11/2013 10:00 AM BY CLERK OF COURTS

RECEIVED 1/11/2013

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

10:44am
APR 04 2013

1cc Atty

Molczan

William A. Shaw
Prothonotary/Clerk of Courts

FILED

APR 04 2013

William A. Shaw
Prothonotary/Clerk of Courts