

05-1480-CD
Discover Bank vs Jody M. Shilling

Discover Bank vs Jody Marie Shilling
2005-1480-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DISCOVER BANK by its servicing | CIVIL DIVISION
agent, DISCOVER FINANCIAL
SERVICES, LLC, a Delaware
limited liability company

v.
JODY MARIE SHILLING,
an individual

No. 2005- 1480-CD

COMPLAINT

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300
#73247

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

FILED
m/2/05 LM 00085.00 L.Swartz Atty
SEP 26 2005 ICC S/16
NUCC.

William A. Shaw
Prothonotary

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

DISCOVER BANK by its servicing |
agent, DISCOVER FINANCIAL |
SERVICES, LLC, a Delaware |
limited liability company |
v. |
JODY MARIE SHILLING, | No. 2005-
an individual |
|
|
|

NOTICE TO DEFEND AND CLAIM RIGHTS

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 days (20) after this Complaint and Notice are served, by entering a written appearance personally or by 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 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, GO TO OR TELEPHONE THE 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.

PENNSYLVANIA LAWYER REFERRAL SERVICE
100 South Street
P.O. Box 186
Harrisburg, PA 17108

1-800-692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONDISCOVER BANK by its servicing |
agent, DISCOVER FINANCIAL
SERVICES, LLC, a Delaware
limited liability company |

v.

JODY MARIE SHILLING,
an individual |

No. 2005-

COMPLAINT

1. Plaintiff(s) is DISCOVER BANK by its servicing agent, DISCOVER FINANCIAL SERVICES, LLC, a Delaware. Plaintiff's address is 3311 MILL MEADOW DRIVE, HILLIARD OH 430260000.

2. Defendant(s) is Jody Marie Shilling. Defendant's address is 39 BOLAM RD, DU BOIS PA 15801-1169.

3. Plaintiff's subsidiary Discover Financial Services, LLC□, at Defendant's request, opened for the Defendant a Discover Card Account Number 6011-0029-3026-6176□. Defendant thereafter used the account by making charges to the same and there is a balance due and unpaid, despite demand, in the amount of \$3,138.16□, ever since June 06, 2005□, plus interest at the contract rate of 19.8□% per year and plus reasonable attorney fees as authorized by the account agreement.

WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$3,138.16 plus interest from June 06, 2005 and a reasonable attorney's fee and costs.

Louis B. Swartz
Attorney for PLAINTIFF
SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

CARD MEMBER AGREEMENT

Please read this Agreement carefully before using your Gillette® Card Account. It contains the terms and conditions of your Account, some of which may have been set forth earlier materials provided to you. In the event of any difference, this Agreement shall control.

1-000-347-7683), or by writing, U.S. STEEL, LANTH, P.O. BOX 12120, PITTSBURGH, PA. 15236. You may be liable for the unauthorized use of a Card or your Account. You will be liable for unauthorized use that occurs after you notify us, by phone or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00.

Or it otherwise not in good standing
CREDIT BALANCES. We will refund any credit balance within 30 days from receipt of your written request. If you do not request a refund, we will automatically refund credit balances greater than \$100.00 in increments of your account after two billing periods.

THE WORD "CARD" MEANS ANY ONE OR MORE DISCOVER CARDS, WHETHER YOU OR SOMEONE ELSE HOLDS THE AUTHORIZATION. THE WORDS "YOU", "YOUR" OR "YOURS" REFER TO, IN ADDITION TO YOU, THE CARDholder, ANY OTHER PERSON OR PARTNERS WHO ARE JOINTLY AND SEPARATELY LIABLE UNDER THIS AGREEMENT. THE WORDS "WE", "US" AND "OUR" REFER TO GREENBRIER TRUST COMPANY, THE ISSUER OF YOUR DISCOVER CARD. ACCEPTANCE OF THIS AGREEMENT. THE USE OF YOUR ACCOUNT OR A CARD, BY YOU OR ANYONE WHO YOU AUTHORIZE OR PERMIT TO USE YOUR ACCOUNT OR A CARD, MEANS

- Purchases to purchase or hire goods or services from HOWU's Network
or its clients, by presenting your Card or account number.

*...CASH ADVANTAGE - To obtain cash advances at NOVUS Cash Network® using
mail or letter machines, from participating financial institutions or other
locations, or by mailing or sheet S which we may furnish in view of the in-*

• Djirec Janssens - le houster d'Alkmaar, nom d'origine allemande, juge à l'ordre des avocats de l'Amsterdam.

PROOF of delivery (coupons or checks). In accordance with such definitions firms and contractors of oilers that are made from time to time in this section, your account may be used to guarantee delivery services of gas.

new home that you will only use you. Account for personal, family, household
and business expenses. You will be liable for guaranteed installments that
you must carry off prior to the time specified by the establishment.

principal purposes or to obtain loans to purchase, carry or trade in securities. In addition, your Account may not be used to pay any amount from any underling Agreement. Prior to its use, each Card must be signed by the person in

WHOM IS IT ISSUED. We are not responsible for the refusal of anyone to accept or honor a Card or unused checks we have provided you. You must return any Card or unused checks to us upon request.

JOINTED CREDIT USES. If you want to cancel the authority or permit the use of your account by another person, you must notify us in writing or by telephone and destroy any Card in that person's possession.

Lesson 19
NETWORK

MINIMUM MONTHLY PAYMENT. The Minimum Payment Due each month will be the sum of any amount past due and the minimum monthly payment. The minimum monthly payment each month will be the greater of \$1.00 or an amount equal to 1/12th of the New Balance, rounded to the next highest whole dollar amount. However, if the New Balance is less than \$10, the minimum monthly payment will be the amount of the New Balance. You can pay ahead. The Minimum Payment Due for each monthly billing period will be reduced by the amount you have paid in excess of the Minimum Payment Due in all of the three previous months.

Charges at Iokunis:

Periodic Finance Charges are imposed for the current day, any period on purchases, cash advances and balance in arrears unless unpaid, by the payment Due Date. The new balance shown on your previous billing statement. We compute Periodic Finance Charges each day by multiplying your daily balances of purchases, cash advances and by the rate imposed by the Applicable Daily Finance Rates. Only special case balance transfers are included in the daily balance of balance transfers. Purchase rate and rate of billing period are included in the daily balance of purchases. At the end of the billing period, we add up the amounts of these daily calculations to determine your Periodic Finance Charges for the billing period.

For purchases, the daily balance is calculated on each day, by first subtracting following to the previous day's daily balance purchases on the first day, then charged that day (with the exception of transaction fees) since charges will be paid on the first day, daily balance is then calculated on the second day, and Periodic Finance Charges charged on the previous day's daily balance and by then subtracting any credits and payments that are applied against the balance of purchases and purchase rate balance from it on that day. On the first day of the billing period we also add to the balance, a those balance transfers that become purchase rate balance transfers on that day.

For cash advances, the daily balance is calculated on each day by first adding the following to the previous day's daily balance cash advances made that day, transaction fee finance charges for cash advances made that day, and Periodic Finance Charges charged on the previous day's cash advances.

daily balance; and by then subtracting any credits and payments that are applied against the balance of cash advances on that day.

For balance transfers, the daily balance is calculated on each day by first adding the following to the previous day's daily balance: a balance transfer made that day and periodic finance charges charged on the previous day's daily balance; and by then subtracting any credits and payments that are applied against the balance of balance transfers on that day. On the first day of the current billing period we also subtract from the balance those balance transfers that become purchase rate balance transfers on that day.

- (2) Previous Billing Period
Periodic finance charges are imposed for the previous billing period on previous billing period purchases, cash advances and balance transfers unless Periodic Finance Charges were already imposed for that billing period, or you paid the New Balance shown on your previous billing statement by the Payment Due Date. To compute these charges, we use the same method of calculation that we use in calculating the Periodic Finance Charges for the current billing period, as described above, except that the applicable Daily Periodic Rates are applied to daily balances of purchases, cash advances and balance transfers for each day of the previous billing period. These daily balances are also computed as described above, with the "previous day's daily balance" considered to have been zero on the first day of the billing period.

- (3) Daily Periodic Rates and Annual Percentage Rates
The Daily Periodic Rates applicable in purchases and cash advances for the current billing period and in previous billing period are based on the Annual Percentage Rates in effect for each billing period as determined below. The Daily Periodic Rates for each billing period are 1/12th of the Annual Percentage Rates in effect for the billing period. The Annual Percentage Rate for purchases may be changed based on changes in the rate level for who by you qualify, as explained below.
- The Annual Percentage Rates are determined in part by the Prime Rate. For purposes of this Agreement, the Prime Rate is the highest rate of interest listed as the "prime rate" in the money rates section of The Wall Street Journal on the last business day of the month. When the Prime Rate changes, the Annual Percentage Rates will change beginning on the first day of the last billing period which begins in the calendar month following the change in the Prime Rate. Increases in the Prime Rate may cause the Daily Periodic Rate, Periodic Finance Charges and Minimum Payment Due Date to increase. The Prime Rate is merely a pricing note and does not represent the lowest or best interest rate available in a borrower at any particular bank at any given time.

- (4) Annual Percentage Rate for Purchases
We may have offered you an introductory rate on purchases. The introductory rate is the first Annual Percentage Rate that will apply to purchases in the time period specified in the offer. After one year, we will be as described below.
- The three Annual Percentage Rate levels for purchases are, the Standard Rate, the Better Rate and the Best Rate. The rate level for which you qualify is based on the total amount of purchases that you make during the annual period, as explained below. Purchases which comprise this annual total are sometimes referred to as qualifying purchases. We make certain appropriate adjustments to qualified purchases in respect of

Account activity (e.g., a credit issued for a returned purchase). You are qualify for the Standard Rate if total qualified purchases are less than \$500.00, the Better Rate if total qualified purchases are \$500.00 or more, but less than \$1,000.00, and the Best Rate if total qualified purchases are \$1,000.00 or more.

You will qualify for and receive the Best Rate until your first Anniversary Date, subject to disqualification. We will do the same if at the time of the anniversary of that date, as your Anniversary Date. On each Anniversary Date, we will determine your rate level based on total qualified purchases for the preceding 12 billing periods. The rate level will apply the next day, subject to disqualification. You will not be eligible for the Better Rate or the Best Rate if on your Anniversary Date you have failed to make the Minimum Payment Due by the Payment Due Date for two consecutive billing periods.

If at any time you fail to make the Minimum Payment Due by the Payment Due Date for two consecutive billing periods, you will be disqualified from the Better Rate or the Best Rate and we will change your rate level to the Standard Rate. The Standard Rate will apply to purchases (including the outstanding purchase balance) beginning on the first day of the second billing period in which you failed to make the Minimum Payment Due by the Payment Due Date until your next Anniversary Date.

If your Account is closed, the rate level (that is, the Standard Rate, the Better Rate or the Best Rate) in effect on the date your Account is closed will apply until your Account is paid in full, subject to disqualification if set forth above.

The Standard Rate is an ANNUAL PERCENTAGE RATE of 19.8%, where the Prime Rate is lower than 10.9%, and the Prime Rate plus 8.9 percent. Age points, when the Prime Rate is 10.9% or more. The Better Rate is an ANNUAL PERCENTAGE RATE of Prime Rate plus 10.9 percentage points, but never exceeding the Standard Rate. The Best Rate is an ANNUAL PERCENTAGE RATE of Prime Rate plus 8.9 percentage points. The Better and Best Rates have a minimum of 12.9%. 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 enclosed "Additional Disclosure" or card carrier.

- (5) Annual Percentage Rate for Cash Advances
The ANNUAL PERCENTAGE RATE for cash advances is 1119.8%, where the Prime Rate is lower than 10.9%, and the Prime Rate plus 8.9 percent, 300 points, when the Prime Rate is 10.9% or more. 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 enclosed "Additional Disclosure" or card carrier.

- (6) Annual Percentage Rate for Balance Transfers
The Daily Periodic Rate and corresponding Annual Percentage Rate in effect for periodic rate balance transfers will be set forth in the offer from us under which you make the balance transfer. As indicated in the Balance Transfers Section above, purchase rate balance transfers will be subject to the Daily Periodic Rate and corresponding Annual Percentage Rate that apply to purchases. If you received an offer prior to your receipt of this Agreement, the Daily Periodic Rates and Annual Percentage Rates in effect on the date this Agreement is furnished to you are set forth in the enclosed "Additional Disclosure" or card carrier.

TRANSACTION FEES/TRANSACTION CHARGES. We will charge you a Transaction Fee or Finance Charge of 2.5% of the amount of each new cash advance. There is a minimum Transaction Fee or Finance Charge of \$7.00 and no maximum Transaction Fee or Finance Charge. The imposition of Transaction Fee or Finance Charges may result in an Annual Percentage Rate for cash advances advanced, including the use of Discover Card checks, regardless of the purpose for which used, are subject to Transaction Fee or Finance charges. To obtain the total Transaction Fee or Finance Charge on cash advances for each billing period, we add any Transaction Fee or Finance Charges for the billing period charged under this section to any Periodic Finance Charges calculated under the Periodic Finance Charge section above.

ANNUAL PERIODIC FINANCE CHARGE. We will charge you a minimum Periodic Finance Charge of \$1 for any billing period in which some Periodic Finance Charge is less than \$1.00 would otherwise be imposed.

REBATE OR CHECK FEE. We will charge you a Returned Check Fee of \$15.00 each time you pay us with a check that is returned unpaid. This fee will also apply to a debit transaction to a deposit account from which you have authorized us to withdraw periodic amounts or a part of an amount you owe us under this Agreement if returned unpaid.

LATE FEE. We will charge you a late fee of \$20.00 if you fail to make a required payment within 20 days after the Payment Due Date in any month.

INSTALMENT FEE. We may charge you a Research Fee of \$5.00 for each copy of a billing statement or sales slip that you request. However, we will not charge a fee if you request copies in connection with a billing error.

OVERDRAFT FEE. We will charge you an Overdraft Fee of \$15.00 for each billing period in which you exceed your credit limit. This fee may be charged even if the transaction which causes you to exceed your credit limit is authorized by us or if you exceed your credit limit due to the posting of finance charges or fees to your Account.

DEFAULT/COLLECTION COSTS. You are in default if you become insolvent or you file a bankruptcy petition or have one filed against you, or if you fail to comply with the terms of this Agreement, including failing to make a required payment when due or exceeding your credit limit. If you are in default and we refer the collection of your Account to an attorney, we may charge you reasonable attorney's fees and court or other collection costs as permitted by law and as actually incurred by us.

CANCELLATION. You may cancel your Account by notifying us in writing or by telephone and returning or destroying every Card and unused check we have provided you. Of course, you will still be responsible to pay any amount you owe us according to the terms of this Agreement. If you cancel or suspend your Account at any time without notice, we may deactivate the entire balance of your Account immediately due and payable without notice. If you are in default, we have a reasonable belief that you are about to file a bankruptcy petition or have one filed against you or if you choose not to renew your Account (beyond the expiration date shown on the face of a Card) without notice.

PRIVACY. We may investigate your credit, employment and income records and verify your creditworthiness. We also 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. We will not release this information about your

Account to any other party without your prior written permission or legal process. However, if you are in default, you violate the terms of this Agreement or you file a bankruptcy petition or have one filed against you, we may release information about your Account to third parties who may assist us in enforcing our rights under this Agreement. We may also include your name and address and other identifying information on lists of Cardmembers furnished to companies selling products or services that may be of interest to you. Our supervisory 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 automated telephone equipment or pre-recorded telephone calls to contact you about your Account.

CREDIT AUTHORIZATION. Certain purchases and cash advances 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 unable to verify, we may not be able to authorize a transaction. We will not be liable for any of these events happening.

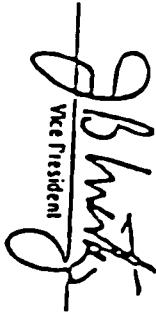
CHANGE OF FEES. We may change any term or part of this Agreement, including any finance charge rate, fee or method of computing any balance upon which the finance charge rate is based, by sending you a written notice at least 30 days before the change is to become effective. We may only pay back charge to the outstanding balance of your Account on the effective date of the change and no new charges made after that date. If you do not agree to the change, you must advise us in writing within 30 days after the mailing of the notice of the change of 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 original Agreement. Otherwise, you will have agreed to the change in the Account. 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 advised us that you did not agree to the change.

CHANGE OF ADDRESS. If you change your address, you must notify us at your new address within 15 days.

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

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.

Greenwood Trust Company
Discover Card


B. Winkler
Vice President

CASHBACK BONUS[®]

TERMS AND CONDITIONS

The Cashback Bonus Terms and Conditions are not a part of the Card number Agreement.

1. Cashback Bonus is an annual degumination in dollars and cents which may be earned by the Cardholder by using their Discover Card for purchases. Cashback Bonus is not earned for cash advances. Cashback Bonus is subject to these terms and conditions and is subject to change without notice. Cashback Bonus is subject to disqualification prior to being awarded in circumstances described below.
2. Cashback Bonus is calculated based on an annual period corresponding to the Cardholder's anniversary year. The last 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. It is the approximate one year period comprised of the next twelve monthly billing periods.
3. The amount of Cashback Bonus is calculated by multiplying each purchase by:
 - 25% (0.025), if the purchase is part of the first \$1,000 in purchases during the anniversary year
 - 5% (0.05), if the purchase is part of the second \$1,000 in purchases during the anniversary year
 - .75% (0.0075), if the purchase is part of the third \$1,000 in purchases during the anniversary year
 - 1% (0.01), if the purchase is part of the purchases in excess of \$3,000 during the anniversary year
4. The total of such calculations for each anniversary year is the amount of Cashback Bonus which will be awarded below the table. Cashback Bonus begins again with the beginning of each anniversary year. The Cardholder's anniversary billing statement will show the amount of Cashback Bonus and total purchases through the date of the statement for each anniversary year.

5. Previously, Cashback Bonus is awarded by means of (i) a credit to the Account, if the amount is less than \$2.00, and (ii) a check made in the Cardholder's favor (either first class or third class mail). If the amount is \$2.00 or greater.
6. Cashback Bonus is awarded to Cardholders in gold slanting at the time of the award. Cardholders who are returning at the time of the award may, at the option of Discover Card, have their Cashback Bonus applied as a credit to their Account.

7. In the event a Card is lost or stolen, the amount of Cashback Bonus, the amount of qualifying purchases and the anniversary date from the new account are transferred to the new account.
8. Discover Card reserves the right to make appropriate adjustments to Cashback Bonus amounts in respect of Account Activity. A credit to an account in respect of a prior purchase will result in a reduction of Cashback Bonus.

CIO REV. 7/03

Your Billing Rights

KEEP THIS NOTICE FOR FUTURE USE

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

1. Billing Us in Case of Error 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 letter 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.
- The 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 disputing 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 let us collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply an unpaid amount against your 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 opinion does not reflect you and you write or write to us within 30 days telling us that you still refuse to pay, we must tell anyone we report you that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We will tell anyone we report you to that the matter has been settled between us when it finally is.

3. Special Rules 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 never used the credit card 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 \$20.

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

One Office - Florissant, Missouri
FEDERATED LIFE INSURANCE

In the Missouri Company herein called "Allstate" has
Annuity Policy No. 6440135 to Greenwood Trust Company
called "Travelmaster" which provides Travel Accidental
Injury for Cardmembers & the Policyholder and their
family members.

Travel Accidental Injury primarily by the law of a State other than
Missouri.

DIS

These means a Discover Cardmember in good standing
being dependent of the Cardmember; the spouse
or if a resident of the same household; and each
of the following stepchildren and adopted children, not
minors, solely by reaching 18, limiting age. Coverage will
not be continued if the child has reached the age of 21.
Coverage will not be continued if the child has reached
the age of 23 if a full time student, who is
a Cardmember for support and maintenance. In
such a case the Cardmember will be responsible for the
travel expenses of the child.

DIS

19. If the insured Person is a Discover Cardmember in good stand-
ing, being dependent of the Cardmember; the spouse
or if a resident of the same household; and each
of the following stepchildren and adopted children, not
minors, solely by reaching 18, limiting age. Coverage will
not be continued if the child has reached the age of 21.
Coverage will not be continued if the child has reached
the age of 23 if a full time student, who is
a Cardmember for support and maintenance. In
such a case the Cardmember will be responsible for the
travel expenses of the child.

DIS

20. If the insured Person is a Discover Cardmember in good stand-
ing, being dependent of the Cardmember; the spouse
or if a resident of the same household; and each
of the following stepchildren and adopted children, not
minors, solely by reaching 18, limiting age. Coverage will
not be continued if the child has reached the age of 21.
Coverage will not be continued if the child has reached
the age of 23 if a full time student, who is
a Cardmember for support and maintenance. In
such a case the Cardmember will be responsible for the
travel expenses of the child.

DIS

21. If the insured Person is a Discover Cardmember in good stand-
ing, being dependent of the Cardmember; the spouse
or if a resident of the same household; and each
of the following stepchildren and adopted children, not
minors, solely by reaching 18, limiting age. Coverage will
not be continued if the child has reached the age of 21.
Coverage will not be continued if the child has reached
the age of 23 if a full time student, who is
a Cardmember for support and maintenance. In
such a case the Cardmember will be responsible for the
travel expenses of the child.

DIS

22. If the insured Person is a Discover Cardmember in good stand-
ing, being dependent of the Cardmember; the spouse
or if a resident of the same household; and each
of the following stepchildren and adopted children, not
minors, solely by reaching 18, limiting age. Coverage will
not be continued if the child has reached the age of 21.
Coverage will not be continued if the child has reached
the age of 23 if a full time student, who is
a Cardmember for support and maintenance. In
such a case the Cardmember will be responsible for the
travel expenses of the child.

DIS

23. If the insured Person is a Discover Cardmember in good stand-
ing, being dependent of the Cardmember; the spouse
or if a resident of the same household; and each
of the following stepchildren and adopted children, not
minors, solely by reaching 18, limiting age. Coverage will
not be continued if the child has reached the age of 21.
Coverage will not be continued if the child has reached
the age of 23 if a full time student, who is
a Cardmember for support and maintenance. In
such a case the Cardmember will be responsible for the
travel expenses of the child.

DIS

24. If the insured Person is a Discover Cardmember in good stand-
ing, being dependent of the Cardmember; the spouse
or if a resident of the same household; and each
of the following stepchildren and adopted children, not
minors, solely by reaching 18, limiting age. Coverage will
not be continued if the child has reached the age of 21.
Coverage will not be continued if the child has reached
the age of 23 if a full time student, who is
a Cardmember for support and maintenance. In
such a case the Cardmember will be responsible for the
travel expenses of the child.

DIS

25. If the insured Person is a Discover Cardmember in good stand-
ing, being dependent of the Cardmember; the spouse
or if a resident of the same household; and each
of the following stepchildren and adopted children, not
minors, solely by reaching 18, limiting age. Coverage will
not be continued if the child has reached the age of 21.
Coverage will not be continued if the child has reached
the age of 23 if a full time student, who is
a Cardmember for support and maintenance. In
such a case the Cardmember will be responsible for the
travel expenses of the child.

DIS

26. If the insured Person is a Discover Cardmember in good stand-
ing, being dependent of the Cardmember; the spouse
or if a resident of the same household; and each
of the following stepchildren and adopted children, not
minors, solely by reaching 18, limiting age. Coverage will
not be continued if the child has reached the age of 21.
Coverage will not be continued if the child has reached
the age of 23 if a full time student, who is
a Cardmember for support and maintenance. In
such a case the Cardmember will be responsible for the
travel expenses of the child.

DIS

27. If the insured Person is a Discover Cardmember in good stand-
ing, being dependent of the Cardmember; the spouse
or if a resident of the same household; and each
of the following stepchildren and adopted children, not
minors, solely by reaching 18, limiting age. Coverage will
not be continued if the child has reached the age of 21.
Coverage will not be continued if the child has reached
the age of 23 if a full time student, who is
a Cardmember for support and maintenance. In
such a case the Cardmember will be responsible for the
travel expenses of the child.

DIS

28. If the insured Person is a Discover Cardmember in good stand-
ing, being dependent of the Cardmember; the spouse
or if a resident of the same household; and each
of the following stepchildren and adopted children, not
minors, solely by reaching 18, limiting age. Coverage will
not be continued if the child has reached the age of 21.
Coverage will not be continued if the child has reached
the age of 23 if a full time student, who is
a Cardmember for support and maintenance. In
such a case the Cardmember will be responsible for the
travel expenses of the child.

DIS

29. If the insured Person is a Discover Cardmember in good stand-
ing, being dependent of the Cardmember; the spouse
or if a resident of the same household; and each
of the following stepchildren and adopted children, not
minors, solely by reaching 18, limiting age. Coverage will
not be continued if the child has reached the age of 21.
Coverage will not be continued if the child has reached
the age of 23 if a full time student, who is
a Cardmember for support and maintenance. In
such a case the Cardmember will be responsible for the
travel expenses of the child.

DIS

30. If the insured Person is a Discover Cardmember in good stand-
ing, being dependent of the Cardmember; the spouse
or if a resident of the same household; and each
of the following stepchildren and adopted children, not
minors, solely by reaching 18, limiting age. Coverage will
not be continued if the child has reached the age of 21.
Coverage will not be continued if the child has reached
the age of 23 if a full time student, who is
a Cardmember for support and maintenance. In
such a case the Cardmember will be responsible for the
travel expenses of the child.

DIS

31. If the insured Person is a Discover Cardmember in good stand-
ing, being dependent of the Cardmember; the spouse
or if a resident of the same household; and each
of the following stepchildren and adopted children, not
minors, solely by reaching 18, limiting age. Coverage will
not be continued if the child has reached the age of 21.
Coverage will not be continued if the child has reached
the age of 23 if a full time student, who is
a Cardmember for support and maintenance. In
such a case the Cardmember will be responsible for the
travel expenses of the child.

DIS

32. If the insured Person is a Discover Cardmember in good stand-
ing, being dependent of the Cardmember; the spouse
or if a resident of the same household; and each
of the following stepchildren and adopted children, not
minors, solely by reaching 18, limiting age. Coverage will
not be continued if the child has reached the age of 21.
Coverage will not be continued if the child has reached
the age of 23 if a full time student, who is
a Cardmember for support and maintenance. In
such a case the Cardmember will be responsible for the
travel expenses of the child.

DETERMINATION OF LOSS

Accidental Death Benefit when Insured Person's loss of life is
divided in number to the Discover Card Account: \$100,000.

EXCLUSIONS

Additional Death Benefits are not payable for deaths caused by:
1. suicide while sane or insane; or
2. declared or undeclared war or any act thereof.

TERMINATION OF COVERAGE

The insurance on each Insured Person will automatically terminate
at 12:01 a.m. on the date that they no longer fulfill the requirements
of an Insured Person as defined, or upon termination of the Master
Policy. Termination shall be without prejudice to any claim original
prior to the effective date of termination.

GENERAL PROVISIONS

DETERMINATION: Unless otherwise specified by the Cardmember,
any sum due under the policy for loss of life of an Insured Person
will be paid.

1. To the Cardmember, if living, otherwise;
2. to the spouse of the Cardmember, if living, otherwise;
3. equally to the then living lawful children of the Cardmember
including stepchildren and adopted children, if any, otherwise;
equally to the Cardmember's parents or parent then living,
otherwise;

5. to the estate of the Cardmember.

CLAIMS OR BENEFICIARY: The Cardmember may change the
beneficiary at any time by writing to Allstate. Once the change is
recorded by Allstate it will take effect as of the day the request was
signed, subject to any claim payment made before such a recording.
The consent of the beneficiary is not needed for the change.

HOW TO REPORT A CLAIM: Written notice of claim must be given
to Allstate at its Home Office within six months after the occurrence
of any loss covered by the Policy, or as soon as reasonably
possible.

Notice given by or on behalf of the claimant or beneficiary will
inform the sufficient identity of the insured person shall be deemed
notice.

CLAIM FORMS: Once Allstate receives notice of a claim,
it will send forms for filing proof of loss. If these forms are not sent
to the claimant within 15 days after Allstate receives notice, the
protection is automatically will be made by filing Allstate's written proof
of the occurrence, and cause of loss with the insurance company in
place of Loss Provision.

PROOF OF LOSS: Written proof of loss must be furnished to
Allstate within nine months after the date of loss. If this is not
reasonably possible, Allstate may not deny the claim if the proof is
furnished as soon as reasonably possible, but not later than one
year from the time required, unless the claimant was legally
incapable of doing so.

PAYMENT OF CLAIM: Premium payable for loss under the policy
will be paid immediately upon receipt of due written proof of loss.
If any benefit under this policy is payable to an insured Person's
estate or to a person who is a minor or is otherwise not competent
to give a valid release, Allstate may pay part of the benefit up to
\$1,000 to any blood relative of the insured Person.

Any payment made in good faith shall fully discharge Allstate to the
extent of such payment.

LEGAL ACTION: Suit for benefits under this policy cannot be
brought sooner than 60 days after Allstate received written proof of
loss as required, and no such action may be initiated after three
years from the time written proof of loss is required.

CONFORMITY WITH STATE LAWS: Any provision of this policy
which, on its effective date, is in conflict with any law to which it is
subject, is annulled to conform to the minimum requirements of
such law.

AUTORISY: Allstate at its own expense shall have the right and
opportunity to make an autopsy where it is not forbidden by law.

ALLSTATE LIFE INSURANCE COMPANY


Robert F. Duncan
President

1955-11-15 497

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONDISCOVER BANK, by its servicing
agent, DISCOVER FINANCIAL
SERVICES, LLC, a *Delaware*
limited liability company
Plaintiff(s),

v.

No. 200 -

JODY MARIE SHILLING,
an individual

Defendant(s),

VERIFICATION

The undersigned, C. Heckstall, avers
that he/she is the Agent of Plaintiff,
is authorized to make this verification on behalf of
Plaintiff, the statements of fact contained in the attached
Complaint are true and correct to the best of his/her
information, knowledge and belief, and are made subject
to the penalties of 18 Pa. Cons. Stat. Ann. Section 4904
relating to unsworn falsification to authorities.

Date

8-9-05C. Heckstall

Swartz, Lovejoy & Associates, LLP

Louis B. Swartz
David A. Lovejoy
Charles R. Pass

Attorneys at Law

16th Floor Law and Finance Building
429 Fourth Avenue, Pittsburgh Pennsylvania 15219
Phone 412-288-0300 Fax 412-288-0217

September 19, 2005

Clearfield County Prothonotary
1 North Second Street
Clearfield, PA 16830

Re: DISCOVER CARD 2U29
SHILLING/JODY MARIE
Docket number: 2005- Clearfield County
Our file: 73247

Dear Sir or Madam:

Please file the enclosed Civil Action Complaint in the
above referenced case and deliver the copy to the Sheriff
for service.

Very truly yours,

Louis B. Swartz

enc: Original and one copy of Civil Action Complaint
Check to Prothonotary \$85.00
Check to Sheriff \$100.00
Sheriff's Direction card
Two postpaid return envelopes

prosher.let
S:\PRIME\

@

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100848
NO: 05-1480-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: DISCOVER BANK
vs.
DEFENDANT: JODY MARIE SHILLING

SHERIFF RETURN

NOW, October 14, 2005 AT 1:11 PM SERVED THE WITHIN COMPLAINT ON JODY MARIE SHILLING DEFENDANT AT 51 BOLAM ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JODY MARIE SHILLING, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / COUDRIET

FILED
03:57 PM
FEB 03 2006
cm

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SWARTZ	32673	10.00
SHERIFF HAWKINS	SWARTZ	32673	36.43

Sworn to Before Me This

Day of 2006

So Answers,

*Chester A. Hawkins
by Marley Henn*
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DISCOVER BANK by its servicing | CIVIL DIVISION
agent, DISCOVER FINANCIAL
SERVICES, LLC, a Delaware
limited liability company
v.
JODY MARIE SHILLING,
an individual | No. 2005-01480-CD

PRAECIPE FOR DEFAULT JUDGMENT

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300
873247

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

FILED ^{No ce}
^{mt 2/18/06 Atty pd 20-00}
FEB 13 2006
^{Notice to Def.}

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

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

DISCOVER BANK by its servicing |
agent, DISCOVER FINANCIAL |
SERVICES, LLC, a Delaware |
limited liability company |
v. |
JODY MARIE SHILLING, | No. 2005-01480-CD
an individual |

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Enter judgment against Defendant(s) and in favor of Plaintiff in Default of an Answer or a Notice of Intention to Appear as follows:

AMOUNT CLAIMED IN COMPLAINT	\$ 3,138.16
PLUS INTEREST FROM 06-06-2005 TO: 02-13-2006	\$ 428.99
ADD ATTORNEY'S FEES	\$ 713.43
<hr/> TOTAL	\$ 4,280.58

I certify that I mailed a notice of default to the defendant(s) in the form attached hereto on the date stated thereon which was more than ten (10) days before filing this praecipe.

Louis B. Swartz
Attorney for PLAINTIFF
SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

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

DISCOVER BANK by its servicing
agent, DISCOVER FINANCIAL
SERVICES, LLC, a Delaware
limited liability company

v.

JODY MARIE SHILLING,
an individual

No. 2005-01480-CD

DEFAULT NOTICE

TO THE DEFENDANT:

JODY MARIE SHILLING,
an individual
39 BOLAM RD
DU BOIS, PA 15801-1169

IMPORTANT NOTICE

□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 (10) 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 OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.□P

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.

PENNSYLVANIA LAWYER REFERRAL SERVICE
100 SOUTH STREET, P.O. BOX 186
HARRISBURG, PA 17108
1-800-692-7375

Date 11/15/05

S-Louis B. Swartz

Louis B. Swartz
Attorney for PLAINTIFF
SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DISCOVER BANK by its servicing | CIVIL DIVISION
agent, DISCOVER FINANCIAL
SERVICES, LLC, a Delaware
limited liability company
v.
JODY MARIE SHILLING,
an individual | No. 2005-01480-CD

AFFIDAVIT OF NON-MILITARY
SERVICE

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300
#73247

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

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

DISCOVER BANK by its servicing
agent, DISCOVER FINANCIAL
SERVICES, LLC, a Delaware
limited liability company

v.

JODY MARIE SHILLING,
an individual

No. 2005-01480-CD

AFFIDAVIT OF NON-MILITARY SERVICE

I, LOUIS B. SWARTZ, do depose and say that the above-named
defendant(s) Jody Marie Shilling
are not currently in the naval or military services of the
United States, either directly or indirectly.

These statements are made subject to the penalties of 18 Pa.
Cons. Stat. Ann. Section 4904 relating to unsworn falsification
to authorities.

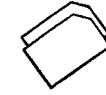


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONDISCOVER BANK by its servicing
agent, DISCOVER FINANCIAL
SERVICES, LLC, a Delaware
limited liability company

v.

JODY MARIE SHILLING,
an individual

No. 2005-01480-CD



COPY

NOTICE OF JUDGMENTTO: JODY MARIE SHILLING,
an individual
39 BOLAM RD
DU BOIS, PA 15801-1169

You, the above named Defendant(s) take notice that Judgment
has been entered with the Court of Common Pleas of CLEARFIELD
County, Civil Division in the sum of \$ 4,280.58 plus costs
and Interest.

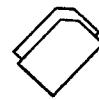

PROTHONOTARY 213106

Louis B. Swartz
Attorney for PLAINTIFF
SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

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



COPY

Discover Bank

Discover Financial Services, Inc.

Plaintiff(s)

No.: 2005-01480-CD

Real Debt: \$4,280.58

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jody Marie Shilling

Entry: \$20.00

Defendant(s)

Instrument: Default Judgment

Date of Entry: February 13, 2006

Expires: February 13, 2011

Certified from the record this 13th day of February, 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