

05-1603-CD
Discover Bank et al vs Olan L. London

Discover Bank et al vs. Olan L. London
2005-1603-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.

OLAN L. LONDON, | No. 2005-1603-CJ
an individual

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
#73270

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

FILED Atty pd.
m/3/16 85.00
OCT 17 2005 JCC Shaff
(JW)

William A. Shaw
Prothonotary/Clerk of Courts

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.

OLAN L. LONDON,
an individual

No. 200 -

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 DIVISION

DISCOVER BANK by its servicing |
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OLAN L. LONDON, | No. 200 -
an individual |
|
|

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 Olan L. London. Defendant's address is 320 Stoney Lonesome Road, Luthersburg, PA 15848.
3. Plaintiff's subsidiary Discover Financial Services, LLC, at Defendant's request, opened for the Defendant a Discover Card Account Number 6011-0020-5054-6092. 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 \$6,871.05, ever since June 06, 2005, plus interest at the contract rate of 19.80% per year and plus reasonable attorney fees as authorized by the account agreement.

WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$6,871.05 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

daily balance; and by then subtracting any credits and payments that are applied against the balance or 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, balance transfers made that day and credit balance transfers charged on the previous day's daily balance, and then subtracting any credits and payments that are applied against the balance of balance transfers on that day.

On the last 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 to purchases and cash advances for the current billing period and the previous billing period are based on the Annual Percentage Rate in effect for each billing period as determined below. The Daily Periodic Rates for each billing period are 1/120th 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 whom you qualify, as explained below.

The Annual Percentage Rates are determined in part by the Prime Rate interest listed as the "prime rate" in the money rates section of *USA Today* or *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 same rate. Increases in the Prime Rate may cause the Daily Periodic Rate, Periodic Finance Charge and Minimum Payment Due each month to increase. The Prime Rate is merely a pricing index and does not represent the lowest or best interest rate available in a borrow or at any particular bank at any given time.

We may have offered you an introductory rate on purchases. The introductory rate is the fixed Annual Percentage Rate that will apply to purchases for the time period specified in the offer letter or card. On or after the end of this time period, the Annual Percentage Rate for purchases will be as described below.

We may have offered you an introductory rate on purchases. The introductory rate is the fixed Annual Percentage Rate that will apply to purchases for the time period specified in the offer letter or card. On or after the end of this time period, the Annual Percentage Rate for purchases 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 an annual period, as explained below. Purchases which comprise this annual total are sometimes referred to as qualifying purchases. We make certain appropriate adjustments to qualify purchases in respect of

Account activity (\$0, a credit issued for a returned purchase). You will qualify for: (i) Standard Rate if total qualified purchases are less than \$500.00, the Dealer Rate if total qualified purchases are less than but less than \$1000.00, and the Best Rate if total qualified purchases are \$1000.00 or more.

You will qualify for and receive the Best Rate until your first Anniversary Date, subject to disqualification. We refer to this date as the start date of the next billing period after your Account was opened, and each annual 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 in purchases (including the outstanding purchase balance) beginning on the next day, subject to disqualification. You will not be eligible for the Dealer 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) from the first day of the second billing period in which you failed to make the Minimum Payment Due by the Standard Due Date or two consecutive billing periods. You will disqualify from Dealer Rate or Best Rate and we will change your rate level to the Standard 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) from the first day of the second billing period in which you failed to make the Minimum Payment Due by the Standard Due Date until your next Anniversary Date.

If your Account is closed, the rate level (i) is, the Standard Rate, the Dealer 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 as set forth above.

The Standard Rate is an ANNUAL PERCENTAGE RATE of (a) 19.8%, when the Prime Rate is lower than 10.9%, and (b) Prime Rate plus 8.9 percent, when the Prime Rate is 10.9% or more. The Dealer Rate is an ANNUAL PERCENTAGE RATE of Prime Rate plus 10.9 percent or more, but never exceeding the Standard Rate. The Best Rate is an ANNUAL PERCENTAGE RATE of Prime Rate plus 8.9 percentage points. The Dealer and Best Rates have a minimum of 17.9%. 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.

(4) Annual Percentage Rate for Purchases

The ANNUAL PERCENTAGE RATE for cash advances is (a) 19.8%, when the Prime Rate is lower than 10.9%, and (b) Prime Rate plus 8.9 percent, 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.

The Daily Periodic Rate and corresponding Annual Percentage Rate is set for special rate balance transfers and is set forth in the other Non-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 Percentages in effect on the date this Agreement is furnished to you are set forth in the enclosed "Additional Disclosure" or card carrier.

TITLE - 1

TRANSACTION FEES FINANCE CHARGES. We will charge you a Transaction Fee Finance Charge of 2.5% of the amount of each new cash advance. There is a minimum Transaction Fee Finance Charge of \$2.00 and no maximum Transaction Fee Finance Charge. The imposition of 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 Card checks, regardless of the purpose for which used, are subject to Transaction Fee Finance Charges. To obtain the total Finance Charge on cash advances for each billing period, we add any Transaction Fee Finance Charges for the billing period charged under this section to any Periodic Finance Charges calculated under the Periodic Finance Charges section above.

MINIMUM 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.

RETURNED 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 if a debit transaction to a deposit account from which you have authorized us to withdraw in periodically-reduced amounts or a part of an amount you owe us is returned.

LATE FEE. We will charge you a late fee of \$20.00 if you fail to make a required payment within 30 days after the Payment Due Date in any month.

REFUSAL FEE. We may charge you a Refusal 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.

DEFINITE FEE. We will charge you an Overlimit 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 if you file a bankruptcy petition or have any lien against you, or if you fail to pay us when due or exceed your credit limit. If you are in default and we retain the collection of your Account to an attorney, we may charge you reasonable attorney fees and court or other collection costs as permitted by law 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 that we have provided you. Of course, you will still be responsible to pay any amount you owe us according to the terms of this Agreement. If your Account is a joint account, each of you may cancel your Account. If your cancel or suspend your Account at any time without notice, we may declare 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 unable or unwilling to repay your obligations to us, if you are insolvent, if you choose not to renew your Account, if your credit limit is reached, if you cancel or suspend your Account beyond the expiration date shown on the face of a Card, without notice.

PROTECT. We may investigate your credit, employment and income records and verify your credit references. We also may report to credit reporting agencies, 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 waive the terms of this Agreement or you file a bankruptcy petition or have one filed against you or if you die, 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 AUTHENTICATIONS.** 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 not working, we may not be able to authorize a transaction. We will not charge you for any of these events if they happen.

CHARGE OR FEES. We may charge any form or part of this Agreement, including any finance charges, fee or method of computing any balance on which the finance charge rate is based, by sending you written notice at least 30 days before the change is to become effective. We may apply any such charge to the outstanding balance of your Account on the effective date of the change or to new charges made after that date. If you do not agree to the change, you must notify us in writing within 30 days after the mailing of the notice of 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 unmodified Agreement. Otherwise, you will have a grace period to change the notice. Use of your Account after the effective date of the change will be deemed acceptance of the new terms and of such effective date, even if you previously notified us that you did not agree to the change.

CHANGE OF ADDRESS. If you change your address, you must notify us of your new address within 15 days. **ASSIGNMENT OF ACCOUNT.** We may sell, assign or transfer your Account to any assignee 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 to general laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

Greenwood Trust Company
Discover Card
Vice President



CASHBACK BONUS[®]

TERMS AND CONDITIONS

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

1. Cashback Bonus is an amount denominated in dollars and cents which may be earned by Cardmembers 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 Cardmember's anniversary year. 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. It is the approximate one year period comprised of the twelve monthly billing periods.

3. The amount of Cashback Bonus is calculated by multiplying each purchase by:

- 25% (0.25). if the purchase is part of the first \$1,000 in purchases during the anniversary year;**
- 50% (0.50). if the purchase is part of the second \$1,000 in purchases during the anniversary year;**
- 75% (0.75). if the purchase is part of the third \$1,000 in purchases during the anniversary year;**
- 100% (1.0). if the purchase is part of the purchases in excess of \$3,000 during the anniversary year.**

The total of such calculations for each anniversary year is the amount of Cashback Bonus which will be awarded as described below. The calculation begins again with the beginning of each anniversary year. The Cardmember's monthly billing statement will show the amount of Cashback Bonus and total purchases through the date of the statement for each anniversary year.

4. Cashback Bonus is awarded shortly after each anniversary year.²³ The exact method of award may change from year to year, but the Cardmember will have the opportunity to receive Cashback Bonus on a Cash Equivalent (i.e., check or credit to the Cardmember's Discover Card Account). As part of the award method, the Cardmember may have the opportunity to make an election or to exercise a choice as to the manner in which Cashback Bonus is awarded or the award redeemed. The failure to make such election or choice on a timely basis may result in the forfeiture of default options, or in the disqualification of the Cashback Bonus award. It is the Cardmember's responsibility to notify Discover Card in the event a Cashback Bonus award is not received for any reason. Cardmembers have no right to require that unawarded Cashback Bonus amounts, if any account is closed for any reason prior to the date when normal Cashback Bonus will be awarded.

5. Payment of 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 mailed to the Cardmember (by either first class or third class mail, if the amount is \$2.00 or greater).

6. Cashback Bonus is awarded to Cardmembers in good standing at the time of the award. Cardmembers who are delinquent at the time of the award may, at the option of Discover Card, have their Cashback Bonus awarded automatically 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 old 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 (e.g., a credit to an Account in respect of a prior purchase will result in a reduction of Cashback Bonus).

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

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address listed on your bill for handling of Billing Errors. 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 not sure about.

If you have authority 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 Violation Notice

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your 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 your delinquency. However, if our explanation does not satisfy you and you write us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we report you to. We must tell anyone we report you to that this matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

3. Special Rule for Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have 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:

- 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
- 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.

One Office - Rockford, Illinois
CERTIFICATE OF INSURANCE

Life Insurance Company (hereinafter called "Allstate") has issued "Traveler" which provides Travel Accident Insurance to Cardmembers of the Policyholder and their family members, the benefits of the policy providing your life insurance primarily by the law of a State other than Illinois.

18. means a Discover Cardmember in good standing, including dependents of the cardmember; the spouse of a resident of the same household; and each of his/her stepchildren and adopted children, not including stepparents or support and maintenance. In this person quality as an insured Person under one Card. Coverage for any handicapped child up to age 23 is a full time student, who is solely by reaching the limiting age. Coverage will not be provided for both (1) incapacity or self-treatment, if mental because of emotional instability or physical injury, directly dependent upon the Cardmember for his/her maintenance, and (2) mental or emotional.

19. means bodily injury caused by an accident within 365 days of the accident, directly and only by other causes, in death.

20. means riding in or upon or entering into or alighting from a vehicle, including stepchildren and adopted children, if any, otherwise equally to the Cardmember's parents or parent then living.

21. means:

22. to the estate of the Cardmember.

23. to the Cardmember, if living, otherwise:

24. to the spouse of the Cardmember, if living, otherwise:

25. equally to the then living stepchildren of the Cardmember including stepchildren and adopted children, if any, otherwise:

26. to the Cardmember's parents or parent then living.

27. to the Cardmember.

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

29. 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.

30. by a duly licensed common carrier for regular service.

DEFINITIONS

Accident: Death, Donor, when Insured Person is not air line is involved in an accident to the Discover Card Account: \$100,000.

EXCLUSIONS

Accidental Death Donor is not payable for deaths caused by:

- suicide while sane or insane;
- declared or undiagnosed war or any not declared.

TERMINATION OF COVERAGE

The insurance on each Insured Person will automatically terminate at 1201 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 or prior to the effective date of termination.

GENERAL PROVISIONS

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

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

NOTICE: Given by or on behalf of the claimant or the beneficiary will information sufficient to identify the insured Person and the policy.

CLAIM PAYMENT: Once Allstate receives written 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 proofs of loss required will be mailed by Allstate within proof of loss occurrence, and costs of the loss within the time stated in the Proof 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 has been incapable of doing so.

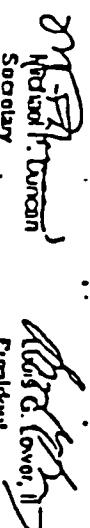
PAYMENT OF CLAIM: Benefits payable for loss under the policy will be paid immediately upon receipt of due written proof of loss. Any benefit under this policy is payable to an insured Person's estate or to a person who is a minor or is otherwise not competent to give a valid release. Allstate may pay 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.

COMPLIANCE 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 amended to conform to the minimum requirements of such law.

AUTOMSY: 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


President
Secretary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONDISCOVER BANK, by its servicing
agent, DISCOVER FINANCIAL
SERVICES, INC., a corporation

Plaintiff(s),

No. 200 -

v.

OLAN L. LONDON,
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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100912
NO: 05-1603-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: DISCOVER BANK
vs.
DEFENDANT: OLAN L. LONDON

SHERIFF RETURN

NOW, October 31, 2005 AT 11:10 AM SERVED THE WITHIN COMPLAINT ON OLAN L. LONDON DEFENDANT AT 320 STONEY LONESOME ROAD, LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LINDA LONDON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

FILED
OCT 10 2005
FEB 10 2006
JN
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SWARTZ	32814	10.00
SHERIFF HAWKINS	SWARTZ	32814	50.98

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

Chester A. Hawkins
by Manly Hause
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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v.

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an individual

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
873270

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

FILED *voce*
M 1107 2006
MAR 06 2006 (6K)

William A. Shaw
Prothonotary/Clerk of Courts

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

DISCOVER BANK by its servicing
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v.

OLAN L. LONDON,
an individual

No. 2005-1603-CD

AFFIDAVIT OF NON-MILITARY SERVICE

I, LOUIS B. SWARTZ, do depose and say that the above-named
defendant(s) Olan L. London

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

DISCOVER BANK by its servicing | CIVIL DIVISION
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v.
OLAN L. LONDON, | No. 2005-1603-CD
an individual

| 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
| 873270

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

FILED Atty pd.
m 11:07 2006 20-00
MAR 06 2006 Notice to Def.

William A. Shaw
Prothonotary/Clerk of Courts
Statement
to Atty
64

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.OLAN L. LONDON,
an individual

No. 2005-1603-CD

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	\$ 6,871.05
PLUS INTEREST FROM 06-06-2005 TO: 03-06-2006	\$ 1,017.56
ADD ATTORNEY'S FEES	\$ 1,577.72
<hr/> TOTAL	\$ 9,466.33

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.

OLAN L. LONDON,
an individual

No. 2005-1603-CD

DEFAULT NOTICE

TO THE DEFENDANT:

OLAN L. LONDON,
an individual
320 Stoney Lonesome Road
Luthersburg, PA 15848

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.

CLEARFIELD COUNTY COURTHOUSE
COURT ADMINISTRATOR
CLEARFIELD, PA 16830
814-765-2641, EXT 51

Date 12/16/05

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



COPY

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.

OLAN L. LONDON,
an individual

No. 2005-1603-CD

NOTICE OF JUDGMENT

TO: OLAN L. LONDON,
an individual
320 Stoney Lonesome Road
Luthersburg, PA. 15848

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 \$9,466.33 plus costs
and Interest.

(Signature)
PROTHONOTARY

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

(412) 288-0300

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OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

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

CCOPY

Discover Bank
Discover Financial Services, LLC
Plaintiff(s)

No.: 2005-01603-CD

Real Debt: \$9,466.33

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Olan L. London
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 6, 2006

Expires: March 6, 2011

Certified from the record this 6th 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