06-423-CD
Discover Bank vs Timothy McDermott

Discover Bank et al vs Timothy McDermott
2006-423-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DISCOVER BANK by its servicing agent, DISCOVER FINANCIAL SERVICES, LLC, a Delaware limited liability company Plaintiff v. TIMOTHY J MCDERMOTT an individual Defendant	CIVIL DIVISION No. 2006- 423-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

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

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Atty pd 85.00
William A. Shaw
Prothonotary/Clerk of Courts

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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 Plaintiff	
v.	No. 2006-
TIMOTHY J MCDERMOTT an individual Defendant	

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

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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 Plaintiff v. TIMOTHY J MCDERMOTT an individual Defendant	No. 2006-

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 TIMOTHY J. MCDERMOTT. Defendant's address is 2035 MONTGOMERY RUN RD, CLEARFIELD PA 16830.

3. Plaintiff's subsidiary Discover Financial Services LLC, □, at Defendant's request, opened for the Defendant a Discover Card Account Number 6011-0029-3853-1498□. 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 $4,855.91□, ever since November 22, 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 $4,855.91 plus interest from November 22, 2005 and a reasonable attorney's fee and costs.

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

(412) 288-0300

CARDMEMBER AGREEMENT TLC

...ead this Agreement carefully before using your Discover® Card ...nt. It contains the terms and conditions of your Account, some of ...may have changed from earlier materials provided to you. In the ...of any difference, this Agreement shall control.

...MENT TERMS. The word "Account" means your Discover Card Ac... The word "Card" means any one or more Discover Cards issued to you ...one else with your authorization. The words "you", "your", or "yours" ...in addition to you, the Cardmember, any other person or persons who ...contractually liable under this Agreement. The words "we", "us" and ...fer to Greenwood Trust Company, the Issuer of your Discover Card ...ANCE OF AGREEMENT. The use of your Account or a Card, by you or ...whom you authorize or permit to use your Account or a Card, means ...of this Agreement.

YOUR ACCOUNT. Your Account may be used for:

...ases - to purchase or lease goods or services from NOVUS℠ Network ...ants by presenting your Card or account number

...dvances - to obtain cash advances at NOVUS Cash Network® auto... teller machines, from participating financial institutions or other ...ns, or by means of checks which we may furnish to you, all in ...ance with such additional terms and conditions as may be imposed ...me to time.

...Transfers - to transfer balances from other credit card accounts by ...of balance transfer coupons or checks, in accordance with such ...nal terms and conditions of offers that are made from time to time.

...n, your Account may be used to guarantee hotel reservations at par... establishments. You will be liable for guaranteed reservations that ...nceled prior to the time specified by the establishment.

...that you will only use your Account for personal, family, household ...able purposes. Your Account may not be used for business or com... purposes or to obtain loans to purchase, carry or trade in securities ...your Account may not be used to pay any amount you owe under ...ment. Prior to its use, each Card must be signed by the person to ...issued. We are not responsible for the refusal of anyone to accept ...Card or to accept checks that we have provided you. You must ...Card or unused checks to us upon request.

...ED CARD USERS. If you want to cancel the authorized or permit... your Account by another person, you must notify us in writing or by ...and destroy any Card in that person's possession.

MEMBER NOVUS NETWORK

21501 NA?? REV ?/96

(1-800-347-2683), or by writing DISCOVER CARD, PO Box 15190, Wilmington, DE 19886-1002. You may be liable for the unauthorized use of a Card or your Account. You will not 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

CREDIT LIMIT. We will advise you of your credit limit. We may increase or decrease your credit limit from time to time. You agree not to exceed or attempt to exceed your credit limit. You will exceed your credit limit if you allow your unpaid balance, including Finance Charges and fees, to exceed your credit limit. Your credit limit will not include the amount of any credit balance in your Account.

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 on deposit in the U.S.

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, or 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. We will send you a billing statement after each monthly billing period in which you have a debit or credit balance of $1.00 or more. The billing statement will show all purchases, cash advances, balance transfers, Finance Charges and other charges or fees and all payments or other credits posted to your Account during the billing period. It will show your New Balance, Minimum Payment Due and Payment Due Date.

MONTHLY PAYMENT OPTIONS. 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 mailed or delivered to us in Delaware at PO Box 6011, Dover, DE 19903-6011 or by using the envelope enclosed with such statement. All payments will be applied as determined in our discretion. We reserve the right to apply payments to balances subject to lower Annual Percentage Rates, such as special rate balance transfers, prior to balances subject to higher Annual Percentage Rates.

MINIMUM MONTHLY PAYMENT. The Minimum Payment Due each month will be the sum of any amount past due and the minimum monthly payment. The minimum monthly payment each month will be the greater of $10.00 or an amount equal to 1/48th of the New Balance, rounded to the next higher 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 any of the three previous monthly billing periods, less any portion of the

...or is otherwise not in good standing

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

BALANCE TRANSFERS. We may periodically offer you the opportunity to transfer balances from other credit card accounts to your Account. Each offer will contain an initial special rate, which will be the Annual Percentage Rate that will apply to transferred balances for the time period specified in the offer. After the expiration of this time period, the Annual Percentage Rate that applies to purchases will apply to transferred balances. Balance transfers subject to the initial special rate are referred to as special rate balance transfers; balance transfers for which the initial special rate has expired are referred to as purchase rate balance transfers.

Each offer will contain an expiration date. If you attempt to transfer balances by means of a check after the expiration date, we will treat the transaction as a cash advance. We will not make balance transfers attempted by means of a coupon after the expiration date.

PERIODIC FINANCE CHARGES. Except as explained below, Periodic Finance Charges are imposed on purchases, cash advances and balance transfers from the date the transaction occurs to the date of repayment. If the transaction is posted to your Account after the close of the billing period in which it occurs, we will treat the transaction as having occurred on the last day of the billing period in which it is posted to your Account. We will assess Periodic Finance Charges as follows:

(1) Current Billing Period

Periodic Finance Charges are imposed for the current billing period on purchases, cash advances and balance transfers unless you paid, 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 balance transfers by the applicable Daily Periodic Rates. Only special rate balance transfers are included in the daily balance of balance transfers; purchase rate balance transfers are included in the daily balance of purchases. At the end of the billing period, we add up the results 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 adding the following to the previous day's daily balance: purchases made that day, fees charged that day (with the exception of Transaction Fee Finance Charges) 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 transfers on that day. On the first day of the billing period we also add to the balance 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 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: balance transfers 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 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 1/365th 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 which 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 first 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 Rates, Periodic Finance Charges 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 to 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 fixed Annual Percentage Rate that will apply to purchases for the time period specified in the offer. After expiration 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 compose this annual total are sometimes referred to as qualified purchases. We make certain appropriate adjustments to qualified purchases in respect of Account activity (e.g., a credit issued for a returned purchase). You will 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 $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 the date that is the last day of the twelfth 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 to purchases (including the outstanding purchase balance) beginning on 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) from 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 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 percentage 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 (a) 19.8%, when the Prime Rate is lower than 10.9%, and (b) Prime Rate plus 8.9 percentage 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 special rate balance transfers will be set forth in the offer from us under which you make the balance transfer. As indicated in the Balance Transfers Section above, purchase rate balance transfers will be subject to the Daily Periodic Rate and corresponding Annual Percentage Rate that apply to purchases. 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.

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TRANSACTION FEE 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 Charges may result in an Annual Percentage Rate for cash advances that is higher than the nominal Annual Percentage Rate. All forms of cash advances, including the use of Discover 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 $.50 for any billing period in which some Periodic FINANCE CHARGE of less than $.50 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 in writing to periodically deduct all or a part of an amount you owe us under this Agreement is 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.

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

OVERLIMIT 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 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 attorneys' 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 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. We may cancel or suspend your Account at any time without notice. We may also declare the entire balance of your Account immediately due and payable without notice: if you are in default, if we have a reasonable belief that you are unable or unwilling to repay your obligations to us, if you are insolvent, if you file a bankruptcy petition or have one filed against you or if you die. We may 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 credit references. 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 prerecorded telephone calls to contact you about your Account.

CREDIT AUTHORIZATIONS. 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 be liable to you if any of these events happen.

CHANGE OF TERMS. 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 assessed, by sending you a written notice at least 30 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 within 30 days after the mailing of the notice of change at the address provided in the notice of change, in which case your Account will be closed and you must pay us the balance that you owe us under the existing terms of the unchanged Agreement. Otherwise, you will have agreed to the changes in the notice. Use of your Account after the effective date of the change will be deemed acceptance of the new terms as of such effective date, even if you previously notified us that you did not agree to the change.

CHANGE OF ADDRESS. 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 or 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

JB [signature]
Vice President

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CASHBACK BONUS®
TERMS AND CONDITIONS

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

1. Cashback Bonus is an amount denominated in dollars and cents which may be earned by Discover 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 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% (.0025), if the purchase is part of the first $1,000 in purchases during the anniversary year
   - .50% (.0050), if the purchase is part of the second $1,000 in purchases during the anniversary year
   - .75% (.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

   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. The exact method of award may change from year to year, but the Cardmember will have the opportunity to receive Cashback Bonus in 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 exercise 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 accrued but unawarded Cashback Bonus amounts. If an Account is closed for any reason prior [illegible] date, unawarded Cashback Bonus will be forfeited

5. Presently, Cashback Bonus is awarded by means of (i) a credit to 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 applied 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).

CHB REV. 7/93

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Your Billing Rights

KEEP THIS NOTICE FOR FUTURE USE

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

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

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address listed on your bill for Notice of Billing Errors. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your 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 authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

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

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

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

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

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

3. Special Rule for Credit Card Purchases

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

(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.

... INSURANCE COMPANY
...ome Office – Northbrook, Illinois
...CERTIFICATE OF INSURANCE

...urance Company (herein called "Allstate") has ...licy No. 64401263 to Greenwood Trust Company ...olicyholder") which provides Travel Accidental ...he Cardmembers of the Policyholder and their ...embers.

...dents. The benefits of the policy providing your ...erned primarily by the law of a State other than

...ne a is a Discover Cardmember in good stand- ...ng dependents of the cardmember: the spouse ...if a resident of the same household; and each ...cluding stepchildren and adopted children, not ...rs of age (23 if a full-time student), who is ...cardmember for support and maintenance. In ...me person qualify as an Insured Person under ...ver Card. Coverage for any handicapped child ...ely by reaching the limiting age. Coverage will ...s and continues to be both (1) incapable of self- ...ent because of mental retardation or physical ...hiefly dependent upon the cardmember for ...ance.

...neans bodily injury caused by an accident ...surance is in force for the Insured Person and ...within 365 days of the accident, directly and ...other causes, in death.

...iding in or upon or entering into or alighting

...AL DEATH INSURANCE

...plicable Accidental Death benefit amounts ...y an Insured Person while occupying an ...passenger when fare is charged in advance, ...ew member. The aircraft must be provided ...uly licensed common carrier for regular

BENEFIT AMOUNT

Accidental Death Benefit when Insured Person's full air fare is charged in advance to the Discover Card Account: $500,000.

EXCLUSIONS

Accidental 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 originating 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:

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:
4. equally to the Cardmember's parents or parent then living, otherwise;
5. to the estate of the Cardmember.

CHANGE OF 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 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 the beneficiary with information sufficient to identify the Insured Person shall be deemed notice.

CLAIM FORMS: Once Allstate receives written notice of a claim, it will send forms for filing proof of loss. If those forms are not sent to the claimant within 15 days after Allstate receives notice, the proof of loss requirements will be met by giving Allstate written proof of the occurrence, and cause 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 was legally 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. 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 the 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 the 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.

AUTOPSY: 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

Michael P. Duncan
Secretary

Louis G. Lower, II
President

874078

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 Plaintiff v. TIMOTHY J MCDERMOTT an individual Defendant	No. 2006-

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 1-23-06 C. Heckstall

VERIFCOM.PLE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101365
NO: 06-423-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: DISCOVER BANK
vs.
DEFENDANT: TIMOTHY J. MCDERMOTT

SHERIFF RETURN

NOW, April 03, 2006 AT 9:35 AM SERVED THE WITHIN COMPLAINT ON TIMOTHY J. MCDERMOTT DEFENDANT AT 2035 MONTGOMERY RUN ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TIMOTHY J. MCDERMOTT, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED
01 2:51 BN
APR 27 2006
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SWARTZ	34427	10.00
SHERIFF HAWKINS	SWARTZ	34427	20.00

Sworn to Before Me This

______ Day of ____________ 2006

____

So Answers,

Chester A. Hawkins
by Marilyn Hamm

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DISCOVER BANK by its servicing agent, DISCOVER FINANCIAL SERVICES, LLC, a Delaware limited liability company Plaintiff v. TIMOTHY J MCDERMOTT an individual Defendant	CIVIL DIVISION No. 2006-423-CD PRAECIPE TO SETTLE AND DISCONTINUE 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 ;74078

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

FILED
m/11:48am
MAY 15 2006
No CC
1 Cert of disc issued to Atty Swartz and copy to C/A

William A. Shaw
Prothonotary

;74078

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 Plaintiff v. TIMOTHY J MCDERMOTT an individual Defendant	No. 2006-423-CD

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY:

Mark the above-captioned case "settled and discontinued."

LOUIS B. SWARTZ, ESQUIRE
Attorney for Plaintiff

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

Before me, the undersigned authority, personally appeared LOUIS B. SWARTZ who acknowledged that he executed the foregoing Praecipe for the purposes stated therein.

Date 5/10/06

Marcy A. Boytim
NOTARY PUBLIC

SETTDISC.PLE

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Marcy A. Boytim, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires July 14, 2009
Member, Pennsylvania Association of Notaries

FILED

MAY 1 5 2006

William A. Shaw
Prothonotary

Swartz, Lovejoy & Associates, LLP Attorneys at Law
Louis B. Swartz
David A. Lovejoy
Charles R. Pass
16th Floor Law and Finance Building
429 Fourth Avenue, Pittsburgh Pennsylvania 15219
Phone 412-288-0300 Fax 412-288-0217

May 9, 2006

Clearfield County Prothonotary
1 North Second Street
Clearfield, PA 16830

Re: DISCOVER CARD 2U29
MCDERMOTT/TIMOTHY J
Docket number: 2006-423-CD Clearfield County
Our file: 74078

Dear Sir or Madam:

Please file the enclosed Praecipe in the above case.

Very truly yours,

Louis B. Swartz

Enclosures: Praecipe
Check for $none
postpaid return envelope

praecipe.let
S:\PRIME\

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Discover Bank
Discover Financial Services, LLC

Vs.
Timothy J. McDermott

No. 2006-00423-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on May 15, 2006, marked:

Settled and Discontinued

Record costs in the sum of $85.00 have been paid in full by Discover Bank.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 15th day of May A.D. 2006.

William A. Shaw, Prothonotary