

07-1183-CD
Discover Bank vs Beth Yohe et al

Discover Bank vs Beth Yohe et al
2007-1183-CD

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Clearfield

JUDICIAL DISTRICT

46th

NOTICE OF APPEAL

FROM

FILED

Pa \$85.00 AMY

Copies to

Depts

APP

m/11/10 am

JUL 25 2007

MOJ Fd.

DISTRICT JUSTICE JUDGMENT

07-1183-CD

COMMON PLEAS No.

US

William A. Shaw

Prothonotary/Clerk of Courts

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT <i>Discover Bank</i>	MAG. DIST. NO. OR NAME OF D.J. <i>46-3-01</i>		
ADDRESS OF APPELLANT <i>21 Post Boulevard, Suite 301, Pittsburgh, PA 15221-5283</i>	CITY <i>Pittsburgh</i>	STATE <i>PA</i>	ZIP CODE <i>15221-5283</i>
DATE OF JUDGMENT <i>7-5-07</i>	IN THE CASE OF (Plaintiff) <i>Discover Bank</i>	(Defendant) <i>vs. Beck A. Yope & David A. Yope</i>	
CLAIM NO. <i>CV 20 CV-257-07</i>	LT 20	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <i>P. J. Cess</i>	

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECLPICE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECLPICE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To _____

Name of appellee(s)

appellee(s).

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: _____, 20_____. _____

Signature of Prothonotary or Deputy

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMON WEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear of affirm that I served

a copy of the Notice of Appeal Common Pleas No _____, upon the District Justice designated therein on
(date of service) _____ by personal service by (certified) (registered) mail, sender's
receipt attached hereto, and upon the appellee, (name) _____, on
_____, 20_____. by personal service by (certified) (registered) mail, sender's receipt attached hereto.
 and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom
the Rule was addressed on _____, 20_____. by personal service by (certified) (registered)
mail, sender's receipt attached hereto

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 20_____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 20_____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

MDJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
PO BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321** **15801**

ATTORNEY FOR PLAINTIFF :

PAUL V. RESSLER
21 YOST BOULEVARD APT/STE 301
PITTSBURGH, PA 15221

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

DISCOVER BANK

NAME and ADDRESS

21 YOST BLVD APT/STE 301
C/O RESSLER & RESSLER
PITTSBURGH, PA 15221-5283

VS.

DEFENDANT:

NAME and ADDRESS

YOHE, BETH A, ET AL.
232 MAIN STREET
TROUTVILLE, PA 15866

Docket No.: **CV-0000257-07**
Date Filed: **5/15/07**



THIS IS TO NOTIFY YOU THAT:

FOR DEFENDANT

Judgment: _____ (Date of Judgment) **7/05/07**

Judgment was entered for: (Name) **YOHE, BETH A**

Judgment was entered against: (Name) **DISCOVER BANK**
in the amount of \$ **.00**

Defendants are jointly and severally liable.

Damages will be assessed on Date & Time _____

This case dismissed without prejudice.

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____

Portion of Judgment for physical damages arising out of
residential lease \$ _____

Amount of Judgment	\$.00
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$.00
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total \$ _____	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGEMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

\$85.00

7-5-07 Date *Patrick N. Ford - PAF*, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-06

DATE PRINTED: **7/05/07** **2:40:00 PM**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

DISCOVER BANK, ISSUER OF DISCOVER
CARD, BY ITS AGENT DISCOVER FINANCIAL
SERVICES, INC.,

Plaintiff,

vs.

BETH A. YOHE AND DAVID A. YOHE,
Defendants.

CIVIL DIVISION

No. 07-1183-CD

COMPLAINT

Filed on behalf of Plaintiff, Discover
Bank, Issuer of Discover Card, by its
Agent Discover Financial Services, Inc.

Counsel of Record for this party:

STOCK & GRIMES, LLP
PA I.D. #13657

BY: PAUL V. RESSLER, ESQUIRE
PA I.D. #25626
FIRM # 739

NOTICE TO PLEAD:

To Defendant:

**YOU ARE HEREBY NOTIFIED
TO FILE A RESPONSE TO THE
COMPLAINT FILED HEREIN
WITHIN TWENTY (20) DAYS OF
SERVICE OF SAME OR JUDGMENT
MAY BE ENTERED AGAINST YOU.**

21 Yost Boulevard, Suite 301
Pittsburgh, PA 15221-5283
(412) 824-6944

FILED ^{No. 07}
O/11:10 AM
JUL 25 2007
[Handwritten Signature]

William A. Shaw
Prothonotary/Clerk of Courts

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

**DISCOVER BANK, ISSUER OF :
DISCOVER CARD, BY ITS AGENT, :
DISCOVER FINANCIAL SERVICES, INC., :
Plaintiff, :
vs. : No.
BETH A. YOHE & DAVID A. YOHE, :
Defendants. :**

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by 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 OR KNOW A LAWYER, THEN YOU SHOULD GO TO
OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE
YOU CAN GET LEGAL HELP.**

**LAWYER REFERRAL SERVICE
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830
TELEPHONE: 814-765-2641 EXT. 51**

COMPLAINT

AND NOW, comes the plaintiff, DISCOVER BANK, BY ITS AGENT DISCOVER FINANCIAL SERVICES, INC., by and through its attorneys, STOCK & GRIMES, LLP, 21 YOST BOULEVARD, SUITE 301, PITTSBURGH, PA 15221 and makes the following statement:

1. Plaintiff, DISCOVER BANK, Issuer of Discover Card, is a duly organized banking institution under the laws of the State of Delaware, and has its principal place of business at P.O. Box 6011, Dover, DE 19903-6011.

2. Discover Financial Services, LLC, is a duly authorized agent of Plaintiff, Discover Bank, Issuer of Discover Card, and is the custodian of the financial records of Plaintiff. Discover Financial Services, LLC, has been granted authority by Plaintiff to process credit card payments and to bring lawsuits on its behalf to collect delinquent accounts.

3. Defendants, BETH A. YOHE & DAVID A. YOHE, are adult individuals with a last known address of 232 Main Street, Troutville, CLEARFIELD County, Pennsylvania 15866.

4. Defendants submitted an application to Plaintiff for an open-end credit account and were issued a joint credit card with an identifying account number of 6011 0025 8024 5108.

5. The original credit card application submitted by Defendants to Plaintiff has admittedly been either lost or destroyed by Plaintiff and is not accessible.

6. The terms and conditions governing the aforementioned account are set forth in the Discover Financial Services Card Member Agreement, which is attached hereto as Plaintiff's Exhibit "A". A copy of the same was supplied to Defendants upon issuance of the card.

7. Defendants, through use of the aforementioned line of credit, on numerous occasions, made or authorized the purchase of various items of merchandise and/or services from authorized merchants, and/or used the card to obtain cash advances.

8. Defendants have been provided with monthly account statements, accurately itemizing all purchases, payments, penalties, and accrued interest which were debited and credited to the account. A photocopy of the final statement mailed to Defendants, supporting the current balance due and owing is attached hereto and incorporated herein as Plaintiff's Exhibit "B". Plaintiff will provide the remaining statements to Defendants upon request.

9. Defendants made no written objection to the above mentioned Statements of Account submitted by Plaintiff to Defendants.

10. Defendants have failed to pay the balance due and owing on the aforesaid account in the sum of TWO THOUSAND FIVE HUNDRED FIFTY SEVEN AND 98/100 (\$2,557.98) plus costs of this action and reasonable attorney fees in the

amount of \$639.50, as provided by the Discover Financial Services Card Member Agreement.

11. THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of Plaintiff and against Defendants, in the sum of TWO THOUSAND FIVE HUNDRED FIFTY SEVEN AND 98/100 (\$2,557.98) plus costs of this action, and reasonable attorney fees in the sum of \$639.50.

Respectfully submitted,

STOCK & GRIMES, LLP

BY: 

Paul V. Ressler, Esquire
PA I.D. #25626
Attorney for Plaintiff

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

DISCOVER BANK, ISSUER OF DISCOVER CARD, :
BY ITS AGENT DISCOVER FINANCIAL :
SERVICES, INC., :
Plaintiff, :
vs. :
BETH A. YOHE & DAVID A. YOHE, :
Defendants. :
No.

VERIFICATION

The undersigned, **PAUL V. RESSLER, ESQ.**, hereby states that he is the attorney for the Plaintiff, Discover Bank, Issuer of Discover Card, by its Agent Discover Financial Services, Inc., who is located outside this jurisdiction and in order to file the within document in an expedient and timely manner, he is authorized to take this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Complaint are true and correct to the best of his knowledge, information, and belief, based upon information provided to him by the Plaintiff.

A Verification signed by the Plaintiff will be provided to Defendants or counsel for Defendants upon request.

The undersigned understands that false statements herein are made subject to the penalties of 18 PA.S.C.A. § 4904, relating to unsworn falsification to authorities.

Respectfully submitted,

By: 
STOCK & CRIMES, LLP
Paul V. Ressler, Esquire
21 Yost Boulevard, Suite 301
Pittsburgh, PA 15221-5283
(412) 824-6944
I.D. No. 25626
Attorney for Plaintiff

ATTORNEY: STOCK
ACCOUNT NUMBER: 6011002580245108
BALANCE: \$2557.98
CARDMEMBER (S): BETH A YOHE
DAVID A YOHE

STATE OF OHIO
COUNTY OF FRANKLIN

Renee Morgan, personally appeared before me, this day and after being duly sworn, according to law, upon his/her oath and says:

I am a Legal Placement Account Manager for **DISCOVER FINANCIAL SERVICES LLC.**, the servicing agent of DISCOVER BANK, an FDIC insured Delaware State Bank.

THAT this affidavit is made on the basis of my personal knowledge and in support of Plaintiff's suit on account against the Debtor(s)

THAT, in my capacity as Legal Placement Account Manager, I have control over and access to records regarding the Discover Card Account of the above referenced Debtor(s), further, that I have personally inspected said Account and statements regarding the balance due on said account. DISCOVER FINANCIAL SERVICES, LLC. maintains these records in the ordinary course of business.

THAT the annexed statement of account is a true and correct statement of what is now due and owing Discover Bank on the account, and exhibit A is a copy of the Cardmember Agreement between Discover Bank and the above referenced Debtor(s). The Cardmember Agreement governs the terms and conditions of the relationship between Discover Bank and the Debtor(s) in connection with the account.

Based on my review of the account records, to the best of my knowledge and belief the above referenced Debtor(s) is not engaged in the military service of the United States and is a resident of the State and of the Country in which this action has been filed.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Renee Morgan -
Affiant

Sworn and Subscribed before me,
This day of Wednesday, March 14, 2007.

Ronda Dinkins
NOTARY



RONDA DINKINS
Notary Public, State of Ohio
My Commission Expires 06/22/2011



IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

CARDMEMBER AGREEMENT

The terms and conditions of your Account, including how we calculate finance charges, our fees and an Arbitration of Disputes section. *You have the right to reject the arbitration provision with respect to your new Account within 30 days after receiving your Card, as explained in the "Acceptance of Agreement" section.* **SEE PAGES 1 - 15**

PRIVACY POLICY

A summary of the personal information we collect, when it may be shared with others, and how we safeguard the confidentiality and security of information. *You may limit our sharing of such information with others* **SEE PAGES 15 - 18**

BILLING RIGHTS

Important information about your rights and our responsibilities under the Fair Credit Billing Act **SEE PAGES 18 - 20**

CASHBACK BONUS* TERMS AND CONDITIONS

The terms and conditions of the Cashback Bonus* program, including a description of how your reward is calculated and how to redeem it **SEE PAGES 20 - 22**

DESCRIPTION OF COVERAGE

The terms and conditions of the Scheduled Air Travel Accident Insurance that is provided at no charge to you when you use your Card to purchase airline tickets. **SEE PAGES 22 - 25**

Exhibit "A"

CARDMEMBER AGREEMENT

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

We respect your privacy. See the Privacy Section on page 11 and our Privacy Policy for additional information.

The Arbitration of Disputes section on page 12 includes a waiver of a number of rights, including the right to a jury trial.

CARDMEMBER AGREEMENT

Agreement Terms	2
Acceptance of Agreement	2
Use of Your Account	2
Authorized Users	3
Unauthorized Use	3
Credit Limit-Available Credit	3
Promise to Pay	4
Monthly Billing Statement	4
Monthly Payment Options	4
Minimum Monthly Payment	5
Credit Balances	5
Balance Transfers	5
Finance Charges	6
Periodic Finance Charges	6
Default Rate Plan	8
Cash Advance Transaction Fee Finance Charges	9
Balance Transfer Transaction Fee Finance Charges	9
Minimum Finance Charge	10
Returned Check Fee	10
Returned Discover Card Check Fee	10
Stop Payment Fee	10
Late Fee	10
Pay-By-Phone Fee	10
Research Fee	10
Overlimit Fee	10
Default-Acceleration-Collection Costs	10
Cancellation	11
Privacy	11
Electronic Communications	12
Credit Authorizations	12
Change of Terms	12
Change of Address	12
Assignment of Account	12
Arbitration of Disputes	12
Compliance with Interest Rate Limitations	14
Governing Law	14

-1-

-2-

-3-

AGREEMENT TERMS.

The word "Account" means your Discover Card Account. The word "Card" means any one or more Discover Cards issued to you or someone else with your authorization. The words "you", "your" or "yours" refer to, in addition to you, the Cardmember under this Agreement. The words "we", "us" and "our" refer to Discover Bank, the Issuer of your Discover Card. The words "Authorized User" mean any person whom you authorize to use your Account or a card, whether you notify us or not. The words "Pricing Schedule" mean the document accompanying your Card and listing the Finance Charge rates that apply to your Account. The Pricing Schedule is part of this Agreement.

ACCEPTANCE OF AGREEMENT. The use of your Account or a Card by you or an Authorized User, or your failure to cancel your Account within 30 days after receiving a Card, means you accept this Agreement, including the Arbitration of Disputes provision on pages 12-14. You may, however, reject the Arbitration of Disputes section by providing us a notice of rejection within 30 days after receiving a Card, at the following address: Discover Card, P.O. Box 30938, Salt Lake City, UT 84130-0938. If you were previously subject to arbitration with respect to any Account, this right to reject arbitration will not apply to you in the event that the Account has been reopened or replacement Cards are sent to you. Your rejection notice must include your name, address, telephone number, Account number and signature and must not be sent with any other correspondence. Calling us to indicate that you reject the Arbitration of Disputes section or sending a rejection notice in a manner or format that does not comply with all applicable requirements is insufficient notice. In order to process your notice, we require that the notice be provided by you directly and not through a third party. Rejection of arbitration will not affect your other rights or responsibilities under this Agreement or your obligation to arbitrate disputes under any other account as to which you and we have agreed to arbitrate disputes. If you do not send a rejection notice, you will be obligated by the Arbitration of Disputes section with respect to this and any prior account you have had with us, even if you have previously sent a rejection notice with respect to that prior account.

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

- Purchases - to purchase or lease goods or services from participating merchants by presenting your Card or Account number or by using promotional checks which we may furnish to you, in accordance with such additional terms and conditions as we may offer from time to time.
- Cash Advances - to obtain cash advances from participating automated teller machines, financial institutions or other locations, the purchase of lottery tickets, racetrack wagers, vouchers - redeemable for cash or for casino chips, money orders, traveler's checks, savings bonds, foreign currency and wire transfers, or by means of checks, which we may furnish to you, all in accordance with such additional terms and conditions as we may offer from time to time.
- Balance Transfers - to transfer balances from other creditors or to make other transactions by means of balance transfer

coupons or checks, in accordance with such additional terms and conditions as we may offer from time to time.

In addition, your Account may be used to guarantee reservations at participating establishments. You will be liable for guaranteed reservations that are not canceled prior to the time specified by the establishment.

Your Account may be used for personal, family, household and charitable purposes. Your Account may not be used to obtain loans to purchase, carry or trade in securities, or to pay any amount you owe under this Agreement ("Prohibited Transactions"). Prior to its use, each Card must be signed by the person to whom it is issued. We are not responsible for the refusal of anyone to accept or honor a Card or to accept checks that we have provided you. You must return any Card or unused checks to us upon request.

If a merchant fails to provide your purchase to your satisfaction and you request a credit to your Account, we will investigate the dispute. If we resolve the dispute in your favor, we will issue a credit to your Account and you will be deemed to have assigned to your claim against the merchant and/or any third party for the credited amount. Upon our request, you agree to provide us with written evidence of such assignment.

Your rights and responsibilities under the Fair Credit Billing Act described in the billing rights summary on pages 18-20 and on the back of your monthly billing statement apply only to credit card transactions. This special rule for credit card transactions does not apply to purchases made with a balance transfer check, cash advance, or promotional purchase check. Therefore, if you have a problem with the quality of goods or services that you purchased with a balance transfer check, promotional purchase check, cash advance check or the proceeds of a cash advance, you do not have the right to demand payment of the amount due.

AUTHORIZED USERS. If you want to cancel the authority of a current Authorized User to use your Account or a Card, you must notify us in writing or by telephone and destroy any Card in that person's possession. None of your rights under this Agreement (other than to pay amounts owed) may be exercised by any person not a party to this Agreement acting pursuant to a power of attorney, without our separate written agreement (which we are not obligated to give).

UNAUTHORIZED USE. If a Card is lost or stolen, or if you think that someone is using your Account or a Card without your permission, notify us immediately. You can notify us by telephoning 1-800-DISCOVER (1-800-347-2633), or by writing DISCOVER CARD, P.O. Box 15156, Wilmington, DE 19886-1002. You agree to assist us in determining the facts relating to the theft or possible unauthorized use of your Account or a Card and to comply with such procedures as we may require in connection with our investigation. If you have enrolled in an automatic billing arrangement, such as a monthly gym membership, and wish to continue the automatic billing arrangement, you must provide the merchant with your new Account number.

CREDIT LIMIT-AVAILABLE CREDIT. We will advise you of your Account credit limit. We may impose a lower limit that will apply to cash advances, referred to as the cash advance credit limit. We

may also impose a lower limit that will apply to balance transfers, referred to as the balance transfer credit limit. You agree not to allow your unpaid balance, including Finance Charges and fees, to exceed your Account credit limit. If you exceed your Account credit limit, we may request immediate payment of the amount by which you exceed your Account credit limit.

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

PROMISE TO PAY. You agree to pay us in U.S. Dollars for all 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. You may not use a cash advance check, balance transfer check or coupon, or any other promotional check drawn on any Discoverer Bank credit card account to make payments on your Account.

If your Account is a joint Account, each of you agrees to be liable individually and jointly for the entire amount owed on your Account. We can accept late payments or partial payments 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. Unless we waive our right to do so, we will send you a billing statement after each monthly billing period in which you have a debit or credit balance of \$1.00 or more. The billing statement will show all purchases, cash advances, balance transfers, Finance Charges, 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 made in accordance with the terms, including the payment cutoff time, stated on your monthly billing statement, and we will credit your Account in accordance with those terms. In addition, we reserve the right to change those terms without prior notice. We will apply payments and credits to the New Balance shown on your current billing statement in order of the Annual Percentage Rate applicable to the balance of each transaction category (as referenced in the Periodic Finance Charges Section), from lowest to highest beginning with the

balance subject to the lowest Annual Percentage Rate. We then apply payments and credits to any new transactions using the same method. However, we have the right to apply payments and credits to balances with higher Annual Percentage Rates prior to balances with lower Annual Percentage Rates, such as when there are two initial special rates applicable to your Account and the lower Annual Percentage Rate will expire before the higher Annual Percentage Rate.

MINIMUM MONTHLY PAYMENT. The Minimum Payment Due each month will be the sum of any amount past due and the minimum monthly payment. The minimum monthly payment each month will be the greater of \$10 or 1/150th of the New Balance, rounded to the next higher whole dollar amount, if any. ANNUAL PERCENTAGE RATE applicable to your Account is greater than 22.99%, but less than 26.00%, your minimum monthly payment will be the greater of \$10 or 1/45th of the New Balance, rounded to the next higher whole dollar amount. If any ANNUAL PERCENTAGE RATE applicable to your Account is 26.00% or greater, your minimum monthly payment will be the greater of \$10 or 1/40th of the New Balance. Regardless of the Annual Percentage Rates on your Account, if the New Balance is less than \$10.00, the minimum monthly payment will be the amount of the New Balance. We may also include in your minimum monthly payment all or a portion of the amount by which your outstanding balance exceeds your Account credit limit as of the last day of the billing period. Paying the Minimum Payment Due may be insufficient to bring your Account balance below your Account credit limit and, consequently, may not avoid the imposition of the Overlimit Fee described in the Overlimit Fee Section. We may from time to time allow you to not make a minimum monthly payment and will notify you when this option is available. If you take advantage of this offer and do not make a minimum monthly payment, finance charges and any applicable fees will accrue on your Account in accordance with this Agreement, and you must pay the Minimum Payment Due for the following billing periods.

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 that remain in your Account after 6 months.

BALANCE TRANSFERS. We may periodically offer you the opportunity to transfer balances from other creditor, or to make other transactions to your Account by means of balance transfer coupons or checks. Each offer will contain an initial special rate, which will be the Annual Percentage Rate that will apply to transferred balances for the time period specified in the offer, subject to the Default Rate Plan Section, and may contain a Balance Transfer Transaction Fee Finance Charge for each balance transfer made during the term of the offer, as disclosed in the offer and as set forth in the Pricing Schedule, if applicable. After the expiration of this time period, the Annual Percentage Rate that applies for purchases will apply to transferred balances. Balance transfers, balance transfers for referred to as special rate balance transfers, balance transfers for which the initial special rate has expired are referred to as

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

FINANCE CHARGES. You can avoid payment of Periodic Finance Charges on new purchases if you pay the New Balance shown on the billing statement on which the purchase first appears by the Payment Due Date, and the Payments and Credits on that statement equal or exceed your Previous Balance. We call this the "grace period." You do not have a grace period on balance transfers or cash advances. Periodic Finance Charges are imposed on new balance transfers and cash advances beginning with the date the transaction occurs.

PERIODIC FINANCE CHARGES. Periodic Finance Charges are imposed on all transactions until the date of repayment. Repayment means payment of your entire New Balance. However, if you pay the New Balance shown on the current billing statement by the Payment Due Date, and the Payments and Credits shown on this statement equal or exceed the previous Balance, we will not impose Periodic Finance Charges on new purchases, that is, purchases first appearing on the current statement. Otherwise, you will receive a billing statement the next month that includes Periodic Finance Charges imposed until the date of repayment. We compute Periodic Finance Charges each day for purchases, cash advances, and balance transfers (which we refer to as transaction categories) by using the following equation: Average Daily Balance \times number of days in the billing period \times Daily Periodic Rate. (You may refer to the finance charge summary on the front of your billing statement for these amounts.) Then we add all the Periodic Finance Charges for each transaction category to get the total Periodic Finance Charges for your Account. The Average Daily Balance is shown as zero if no Periodic Finance Charges apply to the balance in a transaction category.

We use the two-cycle average daily balance (including new transactions) method of calculating the balance upon which we impose Periodic Finance Charges. This means if you did not pay the New Balance shown on the billing statement you received during the previous billing period by the Payment Due Date, we will impose Periodic Finance Charges on new purchases that first appeared on that billing statement, as well as new purchases that first appear on the current billing statement, unless we already imposed Periodic Finance Charges on the purchases on your previous billing statement. We compute the average daily balance for each transaction category by adding up all the daily balances in a billing period for a transaction category and dividing the total by the number of days in the billing cycle. We compute the daily balance for each transaction category on each day by first adding the following to the previous day's daily balance: transactions made that day, fees charged that day and Periodic Finance Charges accrued on the previous day's daily balance; and by then subtracting any credits and payments that are applied against the balance of the transaction category on that day. In calculating the daily balance for the previous billing

period, we consider the "previous day's daily balance" to have been zero on the first day of the billing period.

Special rate balances transfers and Balance Transfer Transaction Fee Finance Charges are included in the daily balance of the balance transfer transaction category. Balance transfers that were subject to an initial special rate that has been terminated due to a late payment or because your outstanding Account balance exceeded your Account credit limit are also included in this category until the initial special rate otherwise would have expired. In calculating the daily balance of the balance transfer transaction category on the first day of the billing period, we subtract the unpaid balance of those balance transfer transactions, the purchase rate balance transfers that become purchase rate balance transfers on that day and we add that unpaid balance to the balance of the purchase transaction category.

All fees charged to your Account are added to the purchase transaction category, with the exception of Cash Advance Transaction Fee Finance Charges which are added to the cash advance transaction category and Balance Transfer Transaction Fee Finance Charges which are added to the balance transfer transaction category. If a transaction is posted to your Account after the close of the billing period in which it occurs, we will treat the transaction as having occurred on the first day of the billing period in which it is posted to your Account.

(1) Rate Plans

The Daily Periodic Rate and corresponding Annual Percentage Rate that apply to each transaction category is either a fixed rate or a variable rate as set forth in your Pricing Schedule. The Daily Periodic Rate is 1/365th of the corresponding Annual Percentage Rate. The variable Annual Percentage Rate for a transaction category is determined by adding a specified number of percentage points to the Prime Rate. This is shown on the Pricing Schedule as "Prime + (percentage points)." For purposes of this Agreement, the Prime rate is the highest rate of interest listed as the "prime rate" in the money rates section of *The Wall Street Journal* on the last business day of the month. The Prime Rate is merely a pricing index and does not represent the lowest or best interest rate available to a borrower at any bank at any given time. Your Annual Percentage Rate will increase or decrease when the Prime Rate changes. This change will be effective beginning on the first day of the billing period that begins during the same month as the change in the Prime Rate.

(2) Annual Percentage Rate for Purchases

We may have offered you an introductory rate on purchases. The introductory rate is the Annual Percentage Rate that will apply to purchases for the time period specified in the offer subject to the Default Rate Plan Section. After expiration of this time period, the Annual Percentage Rate for purchases will apply. The Daily Periodic Rates and corresponding Annual Percentage Rates in effect on the date this Agreement is furnished to you are set forth in the Pricing Schedule.

(3) Annual Percentage Rate for Cash Advances

The Daily Periodic Rate and corresponding Annual Percentage

Rate in effect on the date of this Agreement is furnished to you are set forth in the Pricing Schedule.

(4) Annual Percentage Rate for Balance Transfers

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

The Daily Periodic Rate and corresponding Annual Percentage Rate that will apply to your Account. In reviewing your Account, we will look at the current billing period as well as the previous eleven billing periods. Any increased rate described below will apply beginning with the first day of the billing period in which we review your Account.

If we did not receive a required payment by the Payment Due Date during the billing period in which we review your Account, then any initial special rate on balance transfers and any introductory or promotional rate on purchases that currently applies to your Account, and any such rate that we have previously offered to you, will terminate and the standard Annual Percentage Rate for purchases will apply to your balance of balance transfers and purchases as well as any introductory or promotional rate on purchases and any initial special rate on balance transfers that we have previously offered to you. If the standard Annual Percentage Rate for purchases is less than the Prime Rate + 10.99%, then the standard ANNUAL PERCENTAGE RATE for purchases will be increased to a variable rate not to exceed the Prime Rate + 10.99% (currently 25.74%, a Daily Periodic Rate of .07052%).

Rates shown above are as of 03/31/05 and will increase or decrease when the Prime Rate changes. Any increased Annual Percentage Rates will take effect on the first day of the billing period in which we review your Account.

CASH ADVANCE TRANSACTION FEE FINANCE CHARGES

We will charge you a Cash Advance Transaction Fee Finance Charge of 3% of the amount of each new cash advance. There is a minimum Cash Advance Transaction Fee Finance Charge of \$5.00 and no maximum Cash Advance Transaction Fee Finance Charge.

The imposition of Cash Advance Transaction Fee Finance Charges may result in an Annual Percentage Rate for cash advances that is higher than the nominal Annual Periodic Rate of 04.586% and the standard ANNUAL PERCENTAGE RATE(S) for cash advances and for balance transfers will also be increased to a variable rate not to exceed the Prime Rate + 10.99% if currently less than the Prime Rate + 10.99%. In addition, if the standard Annual Percentage Rate for purchases is less than the Prime Rate + 15.99% and during the immediately preceding eleven billing periods we did not receive a required payment by the Payment Due Date, then the standard ANNUAL PERCENTAGE RATE for purchases will be increased to a variable rate not to exceed the Prime Rate + 15.99% (currently 21.74%, a Daily Periodic Rate of 05.56%) and the standard ANNUAL PERCENTAGE RATE(S) for cash advances and for balance transfers will also be increased to a variable rate not to exceed the Prime Rate + 15.99% if currently less than the Prime Rate + 15.99%.

If your outstanding balance exceeds your Account credit limit as of the day we review your Account and your outstanding balance exceeded your Account credit limit as of the last day of any billing period in the immediately preceding eleven billing periods, then any initial special rate on balance transfers and any introductory or promotional rate on purchases that currently applies to your Account, and any such rate that we have

previously offered to you will terminate and the standard Annual Percentage Rate for purchases will apply to the balance of your balance transfers and purchases as well as any introductory or promotional rate on purchases and any initial special rate on balance transfers that we have previously offered to you. If the standard Annual Percentage Rate for purchases is less than the Prime Rate + 15.99%, then the standard ANNUAL PERCENTAGE RATE for purchases will be increased to a variable rate not to exceed the Prime Rate + 15.99% (currently 21.74%, a Daily Periodic Rate of .05956%) and the standard ANNUAL PERCENTAGE RATE(S) for cash advances and for balance transfers will also be increased to a variable rate not to exceed the Prime Rate + 15.99% if currently less than the Prime Rate + 15.99%.

If your standard ANNUAL PERCENTAGE RATE for purchases is less than the Prime Rate + 19.99%, then the standard ANNUAL PERCENTAGE RATE for purchases will be increased to a variable rate not to exceed the Prime Rate + 19.99% (currently 21.74%, a Daily Periodic Rate of .05956%) and the standard ANNUAL PERCENTAGE RATE(S) for cash advances and for balance transfers will also be increased to a variable rate not to exceed the Prime Rate + 19.99% (currently 25.74%, a Daily Periodic Rate of .07052%).

Rates shown above are as of 03/31/05 and will increase or decrease when the Prime Rate changes. Any increased Annual Percentage Rates will take effect on the first day of the billing period in which we review your Account.

BALANCE TRANSFER TRANSACTION FEE FINANCE CHARGES

If the balance transfer offer you receive contains a Balance Transfer Transaction Fee Finance Charge, we will charge you a Balance Transfer Transaction Fee Finance Charge for the amount of each balance transfer made under that offer. If there is a Balance Transfer Transaction Fee Finance Charge in conjunction with the offer you received when you applied for an Account, it will be in the amount set forth in the Pricing Schedule. The imposition of Balance Transfer Transaction Fee Finance Charges may result in an Annual Percentage Rate for balance transfers that is higher than the nominal Annual Percentage Rate. To obtain the total Finance Charge on balance transfers for each billing period, we add any Balance Transfer Transaction Fee

Finance Charges calculated under the Periodic Finance Charges section for the balance transfer transaction category.

MINIMUM FINANCE CHARGE. We will charge you a minimum FINANCE CHARGE of \$1.50 for any billing period in which some FINANCE CHARGE of less than \$.50 would otherwise be imposed.

RETURNED CHECK FEE. We will charge you a Returned Check Fee of \$29 each time you pay us with a check that is returned unpaid. This fee will also apply if a debit transaction to a deposit account from which you have authorized us in writing, electronically or orally to periodically deduct all or a part of an amount you owe us under this Agreement is returned unpaid. We will charge you this fee the first time any payment is returned unpaid, even if it is paid upon resubmission.

RETURNED DISCOVER CARD CHECK FEE. We will charge you a Returned Discover Card Check Fee of \$29 each time we decline to honor a Discover Card cash advance check, balance transfer check, promotional purchase check, or other promotional check.

LATE FEE. We will charge you a Late Fee if you have failed, as of the Payment Due Date, to make the Minimum Payment Due that was required to be paid by that date. The amount of the Late Fee is based on the sum of all outstanding purchases, cash advances, balance transfers, other charges, other fees and Finance Charges at the end of the billing period. If the sum is less than \$100, the Late Fee is \$15. If the sum is equal to or greater than \$100, and less than \$1,000, the Late Fee is \$25. If the sum is equal to or greater than \$1,000, the Late Fee is \$39.

PAY-BY-PHONE FEE. We may from time to time allow you to make payments by authorizing us over the telephone to transfer or pay funds from a deposit account over your Account. We will charge a Pay-by-Phone Fee of \$15 for each such transfer or payment.

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

OVERLIMIT FEE. We will charge you an Overlimit Fee each time that, as of the close of a billing period, your outstanding Account balance exceeds your Account credit limit. This fee may be charged even if the transaction which causes you to exceed your Account credit limit is authorized by us or if you exceed your Account credit limit due to the posting of Finance Charges or fees to your Account. The amount of the Overlimit Fee is based on the sum of all outstanding purchases, cash advances, balance transfers, other charges, other fees and Finance Charges at the end of the billing period. If the sum is equal to or less than \$1,000, the Overlimit Fee is \$15. If the sum is greater than \$1,000, the Overlimit Fee is \$35.

DEFAULT ACCELERATION, COLLECTION COSTS. You are in default if you become insolvent, if you file a bankruptcy petition, or have one filed against you; if we have a reasonable belief that you are

unable or unwilling to repay your obligations to us; if you are declared incompetent by a court or if a court appoints a guardian for you or a conservator for your assets; if you die; if you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your Account credit limit, or using your Card or Account for a Prohibited Transaction; or if you fail to make required payment when due on any other account you have with us. If you are in default, we may declare the entire balance of your Account immediately due and payable without notice. If we refer the collection of your Account to an attorney or employ an attorney to represent us with regard to recovery of money that you owe us, we may charge you reasonable attorneys' fees and court or other collection costs as permitted by law and as actually incurred by us. We may delay enforcing or not enforce any of your rights under this Agreement without using or waiving any of them.

CANCELLATION. You may cancel your Account by notifying us in writing or by telephone and returning or destroying every Card and unused check we have provided you. Of course, you will still be responsible to pay any amount you owe us according to the terms of this Agreement. If your Account is a joint Account, either Cardmember may cancel the Account, but you will both remain responsible to pay any amount owed to us according to the terms of this Agreement. We may cancel or suspend your Account at any time without notice. We may choose not to renew your Account (beyond the expiration date shown on the face of a Card) without notice.

PRIVACY. We respect the privacy of information about you and your Account. Our Privacy Policy includes a summary of the personal information we collect, when it may be shared with others, how we safeguard the confidentiality and security of information and the steps you may take to limit our sharing of such information with others. Please read it carefully as it is part of your Cardmember Agreement. As indicated in our Privacy Policy, we may report to credit reporting agencies and other creditors the status and payment history of your Account, including negative credit information. We normally report to such credit reporting agencies each month. If you believe that our report of your Account status is inaccurate or incomplete, please write us at the following address: Discover Card, P.O. Box 15316, Wilmington DE 19850-5316. Please include your name, address, home telephone number and Account number.

We may from time to time review your credit, employment and income records. Our personnel may listen to or record telephone calls between you and our representatives in order to evaluate the quality of our service to our Cardmembers without notice to you. We may use any medium, including but not limited to, mail, live telephone calls, automated telephone equipment, prerecorded telephone calls, and e-mail to contact you about your Account or offer you products or services that may be of value to you. If you prefer not to be contacted in one or more of these ways, call us at 1-800-DISCOVER or write to us at Discover Card, P.O. Box 15354, Wilmington, DE 19850. We provide various methods by which you can obtain information about your Account. We will only release such information to you, any Authorized User that our records indicate is an authorized buyer

on your Account, and any other person with your prior permission. In addition to as provided in our Privacy Policy or as required by law. Our security measures cannot insure against unauthorized inquiries. You agree that we will not be responsible for the release of information to anyone who, even if he or she has learned other identifying characteristics about a Card or has gained possession of your authorization or permission, has gained possession of a Card or has learned other identifying characteristics about you such as your personal identification number, Account number or social security number.

ELECTRONIC COMMUNICATIONS. We may offer you the opportunity to receive certain notices from us electronically rather than through the mail, including monthly billing statements and change of terms notices. The terms and conditions for receiving these electronic communications will be described in the offer.

CREDIT AUTHORIZATIONS. Certain transactions will require our authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. If our authorization system is not working, we may not be able to 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, but not limited to, any finance charge rate, fee or method of computing any balance upon which the finance charge rate is assessed, or add my new term or part to this Agreement. If required by law we will send you a written or electronically delivered notice at least 15 days before the change is to become effective. We may apply any such change to the outstanding balance of your Account on the effective date of the change and to new charges made after that date. You may be offered the opportunity to reject some of the changes, and if you do, you must notify us in writing or electronically within 15 days after the mailing of the notice of change at the address provided in the notice of change, in which case your Account will be closed and you must pay us the balance that you owe us under the existing terms of the unchanged Agreement. Otherwise, you will have agreed to the changes in the notice. Use of your Account after the effective date of the change will be deemed acceptance of the new terms as of such effective date, even if you previously notified us that you did not agree to the change.

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

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

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

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

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

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

Your Account involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act (FAA). The arbitration shall be conducted, at the option of whoever files the arbitration claim, by either the American Arbitration Association (AAA) or the National Arbitration Forum (NAF) in accordance with their procedures in effect when the claim is filed. For a copy of their procedures, to file a claim or for other information, contact AAA at 335 Madison Avenue, Floor 10, New York, NY 10017-5905, www.adr.org (phone 1-800-778-7879) or NAF at P.O. Box 50191, Minneapolis, MN 55405 (phone 1-800-474-2271). No other arbitration forum will be permitted, except as agreed to pursuant to either the Change of Terms section or a writing signed by both parties. Unless consented to by all parties, no arbitration may be administered by any administrator that has any formal or informal policy, rule or procedure that is inconsistent with or purports to override the terms of this section. At your written request, we will advance any arbitration filing, administrative and hearing fees which you would be required to pay to pursue a claim or dispute as a result of our electing to arbitrate that claim or dispute. Send requests to P.O. Box 15192, Wilmington, DE 19886-020. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your and our combined court costs would have been if the claim had been resolved in state court with jurisdiction. In no event will you be required to pay any fees or costs incurred by us in connection with an arbitration proceeding where such a requirement is prohibited by law.

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

Our rights and obligations under this arbitration provision shall inure to the benefit of and/or be binding upon our parent corporations, subsidiaries (including, without limitation, Discover Financial Services, Inc.), predecessors, successors, assigns, as well as the officers, directors and employees of each of these entities, and will also inure to the benefit of any third party named as a co-defendant with us or with any of the foregoing in a claim which is subject to this arbitration provision. Your rights and obligations under this arbitration provision shall inure to the benefit of and be binding upon all persons contractually liable under this Agreement and all Authorized Users of the Account. This arbitration provision shall survive termination of your Account as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you and any sale by us of your Account.

COMPLIANCE WITH INTEREST RATE LIMITATIONS. We intend that this Agreement will comply with applicable interest rate limitations. You will not be required to pay Finance Charges or other charges at a rate that is greater than the maximum amount permitted by law. If it is ever finally determined that, for this Section, the Finance Charges or other charges under this Agreement would exceed the maximum lawful amount, the Finance Charges and other charges will be reduced to the maximum lawful amount. Any excess amount that you have already paid will be used to reduce the outstanding balance of your Account or will be refunded to you by means of a check in our discretion.

GOVERNING LAW This Agreement will be governed by the laws of the State of Delaware and applicable federal laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable, except that if the Class Action Waiver set forth above in the Arbitration of Disputes section is invalidated in any proceeding in which you and we are involved,

then the Arbitration of Disputes section will be void with respect to that proceeding.

Discover Bank
DISCOVER CARD

R. D. Morris
Vice President

PRIVACY POLICY

We Respect Your Privacy

Our mission is to provide you with superior products and services, along with the peace of mind knowing that your privacy is secure. We understand your concerns about guarding information about you and your Account. We want to assure you that we have taken steps, and will continue to take steps, to safeguard that information.

This Privacy Policy describes our efforts to meet these objectives. It includes a summary of the following important information:

- A listing of the personal information we collect;
- The circumstances in which we may share information with others;
- The ways we safeguard the confidentiality and security of information; and
- The steps you may take to limit our sharing of such information with others. See Section 4 for complete details.

Please read our Privacy Policy carefully. It will help you understand how we collect and share information.

1. What Personal Information Do We Collect?

To serve you better and manage our business, it is important that we collect and maintain accurate personal information about you. We obtain this information from applications and other forms you submit to us, from your dealings with us and others, from consumer reporting agencies, and from other sources, such as our Web sites. For example:

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

2. Is Personal Information Shared With Others?

We limit the sharing of information with others. Many of the offers you receive for products and services are provided directly to you from us. For example, a retailer that accepts the Discover Card may come to us with a special offer for Cardmembers, such as a discount certificate or product upgrade. After careful consideration of the nature of the offer and the company, we will create a list of Cardmembers who may be interested in the offer based on certain characteristics. We will send the offer directly to those Cardmembers on behalf of the retailer by, for example, including an insert in their monthly billing statement or mailing the offer ourselves. We control the information used to make the offer; we do not share the list or any information about our Cardmembers with the retailer. However, please understand that if you do receive this type of offer from us and choose to take advantage of it, the retailer may then learn information about you because only Cardmembers with certain characteristics received the offer. There are, however, circumstances in which we may share the information we collect about you, as described in Section 1, with other companies in order to provide you with access to products and services and to service your Account effectively, as detailed below. We require these companies to adhere to our privacy standards and to use this information only for the limited purpose for which it was shared. We do not allow them to disclose it to others without our prior approval.

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

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

c. Sharing Personal Information with Others

We may share the information we collect about you, as described in Section 1, with companies that perform support or marketing services on our behalf, such as mailing, market research and data processing; other financial institutions with which we have joint marketing agreements; or companies that are our partners for

cobrand credit card programs or reward programs. We may also share such information as permitted by law.

3. How Do We Protect The Confidentiality, Security And Integrity Of Information About You?

We maintain physical, electronic and procedural safeguards to protect the information we collect about you. Access to such information is restricted to individuals who need it in order to service your Account or provide products and services to you, and who are trained in the proper handling of such information. Employees who violate these confidentiality requirements are subject to our disciplinary process. Where third parties provide support services, we require them to conform to our privacy standards.

It is important that the information we maintain about you is accurate and complete. If you see information in your monthly billing statements or elsewhere which suggests that our information is incomplete or inaccurate, please write to us at Discover Card, P.O. Box 30943, Salt Lake City, UT 84130-0943 so that we can update this information.

4. How Can You Limit Sharing Of Information About You?

We respect your privacy and offer you choices as to whether we may share information about you with others. You have the option to tell us not to share the information we collect about you, as described in Section 1, with non-affiliated third parties. You also have the option to tell us not to share certain information we collect about you, as described in Section 1, with companies in our corporate family. However, this option is limited to information about your eligibility for credit obtained from your application, such as your income, and from consumer reporting agencies, such as your credit history. If you indicate a preference for either of these options, if you indicate a preference that we do not share that information, please understand that you will not receive offers for products and services provided by other companies that could help you lower your costs, maximize your financial resources or manage your finances.

To indicate your preferences, call us at 1-800-225-5202 or write to us at Discover Card, P.O. Box 30943, Salt Lake City, UT 84130-0943. If you have previously notified us about your privacy preferences, it is not necessary to do so again unless you decide to change your preferences. Your written request should include your name, address, telephone number and Account number(s) and should not be sent with any other correspondence. In order to process your request, we require that the request be provided by you directly and not through a third party. You will need to provide us with your preferences for each credit card account you have with us. You may notify us about your preferences at any time. Your request will remain in effect until you notify us otherwise. We will honor your request and not share this information, except as permitted by law. For example, federal law permits us to share information about you with consumer reporting agencies, service providers and financial institutions with which we have joint marketing agreements. It also permits us to share information

about our experiences and transactions with you, such as your account balance and payment history with us, with other members of our corporate family. If you are a new Cardmember, we will not share any information about you, except as permitted by law, for thirty days after we provide this Policy to you in order to give you an opportunity to inform us about your preferences. If you are an existing Cardmember, please understand that you may continue to receive marketing offers directly from other companies that were already in production prior to the processing of your request.

This Privacy Policy is provided to the primary Cardmember listed on the account. However, any joint Cardmember has the right to notify us about preferences and we will treat that request as applying to the entire account. We do not share information about former customers, except as permitted by law. This notification supersedes all previously issued Privacy Policies. We reserve the right to amend this Privacy Policy from time to time and we will notify you if we do so.

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

Vermont Residents - Your state laws require financial institutions to obtain your consent prior to sharing information about you with others. Except as permitted by law, we will not share information we collect about you with non-affiliated third parties or companies in our family unless you call us at 1-800-343-4200. DISCOVER and authorize us to do so.

California Residents - Your state law requires financial institutions to obtain your consent prior to sharing information about you with non-affiliated third parties. Except as permitted by law, we will not share information we collect about you with non-affiliated third parties.

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.

• describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

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

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

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your account credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

3. Special Rule For Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the goods or services. There are two limitations on this right:

- (a) you must have made the purchase in your home state or, if not

within your home state, within 100 miles of your current mailing address; and
(b) the purchase price must have been more than \$50.

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

DISCOVER® CARD CASHBACK BONUS® PROGRAM

TERMS AND CONDITIONS

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

1. Cashback Bonus rewards are amounts denominated in dollars and cents which may be accrued by Cardmembers by using their Discover® Card for qualified purchases. Cashback Bonus rewards include Purchase Cashback Bonus rewards and other Cashback Bonus rewards as described below. Cashback Bonus rewards are not accrued for Prohibited Transactions (as defined in the Cardmember Agreement), cash advances or balance transfers.

2. Purchase Cashback Bonus amounts are calculated based on purchases made during an annual period corresponding to the Cardmember's anniversary year as described in paragraph 3 below. The first anniversary year begins on the date the Card is issued and ends on the last day of the twelfth monthly billing period which follows. Each successive anniversary year is the approximate one-year period comprised of the next twelve monthly billing periods.

3. Except as provided below and in paragraph 4 below, the accrued amount of a Purchase Cashback Bonus reward is calculated by multiplying the total qualified purchases at the end of each billing period by:

- 25% (.0225), if the purchases are part of the first \$1,500 in purchases during the anniversary year, and
- 50% (.0050), if the purchases are part of the second \$1,500 in purchases during the anniversary year, and
- 1.0% (.01), if the purchases are part of the purchases in excess of \$31,000 during the anniversary year.

In addition, any purchases made at select warehouse clubs or discount stores, including grocery stores affiliated with these stores, will accrue a fixed Purchase Cashback Bonus reward of 25% (.0025) of the amount of the purchases. However, these purchases are included in the total amount of purchases made during the anniversary year and are used to determine the applicable percentage rate listed above for other purchases. Please call 1-800-347-7895 or visit our Web site at Discovercard.com for a list of these select clubs and stores.

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

4. Cardmembers may also be offered, from time to time, other Cashback Bonus rewards (e.g., by making a purchase at a specific merchant), the terms of which will be disclosed in the offer. These purchases will receive the reward amount described in the offer.

They will not be considered qualified purchases for purposes of determining the annual level of purchases and calculating the Purchase Cashback Bonus reward unless otherwise disclosed in the offer. These other Cashback Bonus rewards will accrue in the Cashback Bonus Account in accordance with these Terms and Conditions unless an alternative method of disbursement is disclosed in the offer. In addition, if, as of the date Discover Card determines whether a Cardmember has met the terms of the offer, the Cardmember's Account is closed or delinquent, the Cardmember will not receive this other Cashback Bonus reward unless otherwise disclosed in the offer, nor will the Cardmember receive a Purchase Cashback Bonus reward on these purchases. The accrued amount of these other Cashback Bonus rewards will be made available to Cardmembers as described below provided the conditions contained in paragraph 5 below are met.

5. All Cashback Bonus rewards will be held in the Cashback Bonus Account. The Cashback Bonus amount available for disbursement is the amount in the Cashback Bonus Account as of the last day of the Cardmember's previous billing period. However, Cashback Bonus rewards may be redeemed in increments of \$20 only. Cardmembers have no right to redeem Cashback Bonus amounts of less than \$20 or amounts within the \$20 increments.

Only Cardmembers in good standing with open Accounts may access the accrued Cashback Bonus rewards in the Cashback Bonus Account. For purposes of the Cashback Bonus program, to be in good standing, a Cardmember may not be delinquent (as described below) or in default (as defined in the Cardmember Agreement), and a Cardmember may not have used the Account for any prohibited Transactions. The Cardmember is delinquent if Discover Card has not received a required payment by the Payment Due Date shown on the monthly billing statement.

If an Account is inactive for 36 consecutive months, any amount of \$20 or more in accrued Cashback Bonus rewards will be paid to Cardmember as an Account credit in \$20 increments. If the \$20 minimum or an increment of \$20 thereafter is not reached, that amount will be forfeited. If an Account is closed for any reason, any Cashback Bonus rewards in the Cashback Bonus Account will be forfeited.

6. A qualifying Cardmember may have the opportunity to choose the manner in which Cashback Bonus rewards are disbursed including a credit to the Cardmember's Account, an electronic

deposit into an account designated by the Cardmember, a check that is mailed to the Cardmember, a charitable donation to selected charities, or an exchange of the Cashback Bonus reward for selected products or services, the terms of which will be contained in the offer. Cardmembers may select more than one redemption method, however each redemption and each redemption method must be in \$20 increments. Discover Card may change the redemption methods in its sole discretion from time to time. It is the Cardmember's responsibility to notify Discover Card in the event a Cashback Bonus disbursement is not received for any reason.

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

8. Discover Card reserves the right to make other adjustments to Cashback Bonus rewards in the Cashback Bonus Account, the old Account, any returns will decrement these amounts as determined in Discover Card's sole discretion. Discover Card also reserves the right to truncate or round Cashback Bonus amounts to the nearest cent as determined in its sole discretion. If the Cardmember receives a Cashback Bonus reward in excess of the amount in the Cashback Bonus Account, the Cardmember's Account will be debited for the entire amount of the erroneous reward. This amount will be subject to the terms of the Cardmember Agreement, including but not limited to, the imposition of finance charges.

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

DESCRIPTION OF COVERAGE

SCHEDULED AIR TRAVEL ACCIDENT INSURANCE. Discover® Classic Cardmembers are provided with up to \$150,000 Scheduled Air Travel Accident® protection. Whenever you use your Discover Classic Card (the "credit card") to charge your entire Common Carrier Fare Ticket on any Commercial Aircraft operated by a Scheduled Air Carrier under a license for the transportation of passengers for hire (herein called Scheduled Air Carrier), you

automatically receive this valuable coverage at no additional cost.

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

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

Benefit Amount \$150,000 Family Aggregate Principal Sum

PLAN FEATURES

ACCIDENTAL DEATH BENEFITS. Insurance coverage will be equal to the benefit amount for accidental loss of life. The loss must occur within one year of the accident that caused the injury. Family Aggregate Principal Sum means the total amount of insurance in force on the Cardmember, his or her spouse and their dependent children for any one accident. If more than one insured Person dies as the result of the injuries received in any one accident, the Family Aggregate Principal Sum will be pro-rated and paid in accordance with the claim payment and beneficiary provisions of the Policy. Once the Family Aggregate Principal Sum is paid for any one insured Person in a Family that occurs as the result of any one accident, no further benefits are payable for further deaths in that Family due to injuries received in the same accident.

Maximum Accidental Death benefits payable under the Policy, if more than one Cardmember suffers a loss from the same accident, are limited to an aggregate of \$20,000,000 for all Cardmembers combined. Any reduction of benefits necessary to comply with this limitation will be made on a proportionate basis to each Cardmember up to this aggregate limit of liability. As used herein, Cardmember means cardmember, his or her insured spouse and insured dependent children. This aggregate limit does not replace or in any way affect the Family Aggregate Principal Sum stated under the Policy.

"Injury" means bodily injury: (a) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's coverage under this Policy is in force, and (b) which directly (independent of sickness, disease, mental infirmity, bodily infirmity or any other cause) causes a covered loss.

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

The total of all benefits payable for you, your spouse and your dependent children from the same accident will not exceed the \$150,000 Family Aggregate Principal Sum.

ELIGIBILITY. This automatic insurance is provided to eligible holders of the credit card whose names appear on the credit card, their spouses and their unmarried dependent children under age 19 (age 23 if attending school on a full-time basis and fully dependent on you for support). However, the age limit does not apply to a

child who is incapable of self-sustaining employment by reason of mental or physical incapacity.

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

THE BENEFICIARY. Unless you designate otherwise with a beneficiary designation form, your death benefit will be paid, in equal shares, to the first surviving class of those that follow: (1) your spouse; (2) your children; (3) your parents; or (4) your brothers and sisters. If no class has a survivor, the beneficiary is your estate. You may change your beneficiary by writing to the Insurance Company at: Accident & Health Division, 500 West Madison Street, Suite 2250, Chicago, IL 60651.

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

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

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

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

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

LIMITATIONS. Benefits will only be payable under one Cardmember account, the credit card under which the Common Carrier Fare Tickets were fully charged. Benefits are not payable for losses due to injury sustained while on a trip for which the tickets were purchased with a frequent flyer voucher.

Complete provisions pertaining to this plan of insurance are contained in Policy #9029072 issued by National Union Fire Insurance Company of Pittsburgh, PA with offices in New York, NY. The premium for this insurance is paid by Discover Financial Services, Inc., out of income derived from its credit card operations. Please read this Description of Coverage, keep it in a safe place without other insurance documents. This Description of Coverage (Form Number S306550DC) is not a contract of insurance but is simply an informative statement to each eligible individual of the principal provisions of the insurance while in effect.

If a conflict exists between a statement in this Description of Coverage and any provisions in the Policy, the Policy will govern. Claims administered by: A&H Claims Department, P.O. Box 15701, Wilmington, DE 19850-5701, (800) 551-0824.



New Balance
\$2,557.98

Minimum Payment Due
\$2,557.98

Account Number 6011 0025 8024 5108
Enter Amount Enclosed Below

Payment Due Date
DUE IMMEDIATELY

\$

08 SDSN6A01 0005352
BETH YOHE
DAVID YOHE
PO BOX 5
TROUTVILLE PA 15866-0005

Save time and a stamp this month by paying
your bill online. To find out about our free
and flexible online payment features, visit
Discovercard.com/payments

PO BOX 15251
WILMINGTON DE 19886-5251

Address, e-mail or telephone change? Print change in space
above, or go to Discovercard.com. Print your e-mail address to
receive important Account information and special offers.

000006011002580245108025579800000000255798

Discover Card Account Summary

		Closing Date: February 8, 2007	page 1 of 1
Account Number	6011 0025 8024 5108	Previous Balance	\$2,557.98
Payment Due Date	March 7, 2007	Payments And Credits	0.00
Minimum Payment Due	\$2,557.98	Purchases	+ 0.00
Credit Limit	\$3,000.00	Cash Advances	+ 0.00
Credit Available	\$442.00	Balance Transfers	+ 0.00
Cash Credit Limit	\$0.00	Finance Charges	+ 0.00
Cash Credit Available	\$0.00	New Balance	= \$2,557.98

Cashback Bonus®

Opening Cashback Bonus Balance	\$ 0.00
New Cashback Bonus Earned	+ 0.00
Cashback Bonus Balance	\$ 0.00
Available to Redeem	\$ 0.00

Cashback Bonus® Anniversary

Date: April 8

How Can We Help You?

Please have your Discover Card available.

Manage your account online at Discovercard.com

Customer Service: 1-800-DISCOVER (1-800-347-2683)

For Account Inquiries, write to us at:

Discover Card, PO Box 30943
Salt Lake City, UT 84130

TDD (Telecommunications Device for the Deaf):

For assistance, see reverse side.

Transactions \$0 Fraud Liability Guarantee Use your Discover Card with confidence.

Information For You

Use your Discover(R) Card to make a \$100 donation to The Statue of Liberty-Ellis Island Foundation, Inc. and you can have the name of someone you care about engraved on The American Immigrant Wall of Honor(R), built to celebrate freedom and commemorate American Dreams. For more information log on to Discovercard.com

Put your home's equity to good use . . . with smart home equity financing from Discover Home Loans. We offer a full range of home equity credit line options at low rates - apply online at Discoverhomeloans.com and get a response in just 30 seconds! Please reference invitation number DCS207207N when you apply.

Finance Charge Summary

	Average Daily Balances	Daily Periodic Rates	Nominal ANNUAL PERCENTAGE RATES	ANNUAL PERCENTAGE RATES	Periodic FINANCE CHARGES	Transaction Fee FINANCE CHARGES
current billing period: 31 days						
Purchases	\$0	0.03559%	12.99% F	12.99%	\$0	none
Cash Advances	\$0	0.05731%	20.99% F	20.99%	\$0	\$0
previous billing period: 5 days						
Purchases	\$0	0.03559%	12.99% F	12.99%	\$0	none

The rates that apply to your Account are either fixed (F) or they may vary (V) as noted above.

Exhibit "B"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

MDJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
PO BOX 452
DUBOIS, PA

Telephone: **(814) 371-5321** **15801**

PATRICK N. FORD
309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA 15801

THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR DEFENDANT**

(Date of Judgment)

07-1183-CD
7/05/07

Judgment was entered for: (Name) **YOHE, DAVID A**

Judgment was entered against: (Name) **DISCOVER BANK**
in the amount of \$ **.00**

Defendants are jointly and severally liable.

Damages will be assessed on Date & Time _____

This case dismissed without prejudice.

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____

Portion of Judgment for physical damages arising out of
residential lease \$ _____

Amount of Judgment	\$.00
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$.00
Post Judgment Credits	\$.00
Post Judgment Costs	\$.00
<hr/>	
Certified Judgment Total	\$.00

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.
EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGEMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.
UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

FILED
JUL 8 2007
JUL 30 2007
(GK)

William A. Shaw
Prothonotary/Clerk of Courts

7-507 Date **Patrick N. Ford-PAF**, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-06

DATE PRINTED: **7/05/07** **2:40:00 PM**

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

CIVIL COMPLAINT

Magisterial District Number: 46-3-01
MDJ Name: Hon. PATRICK N. FORD
Address: 309 MAPLE AVENUE PO BOX 452 DUBOIS, PA 15801
Telephone: (814)371-5321

PLAINTIFF: NAME and ADDRESS
 DISCOVER BANK
21 YOST BOULEVARD, SUITE 301
PITTSBURGH, PA 15221-5283

VS.

DEFENDANT: NAME and ADDRESS
 BETH A YOHE
DAVID A. YOHE
232 MAIN STREET
TROUTVILLE, PA 15866

Docket No.: CW-257-07

Date Filed: 5-15-07



	AMOUNT	DATE PAID
FILING COSTS	\$ <u>101.50</u>	<u>5/15/07</u>
POSTAGE	\$ <u> </u>	<u> </u>
SERVICE COSTS	\$ <u> </u>	<u> </u>
CONSTABLE ED.	\$ <u> </u>	<u> </u>
TOTAL	\$ <u> </u>	<u> </u>

Pa.R.C.P.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 3,197.48 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

UNPAID BALANCE OF DISCOVER BANK, BY ITS AGENT DISCOVER FINANCIAL SERVICES, INC. ACCOUNT NO. 6011 0025 8024 5108 IN THE SUM OF \$2557.98 AND REASONABLE ATTORNEY FEES IN THE SUM OF \$639.50.

I, STOCK & GRIMES, LLP. verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "P. Kressel".

(Signature of Plaintiff or Authorized Agent)

Plaintiff's

Attorney: STOCK & GRIMES, LLP

Address: 21 YOST BOULEVARD, SUITE 301

Telephone: (412)824-6944

PITTSBURGH, PA 15221-5283

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD SO NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DISCOVER BANK, ISSUER OF DISCOVER
CARD, BY ITS AGENT DISCOVER
FINANCIAL SERVICES, INC.,
Plaintiff

CIVIL DIVISION

vs.

No. 2007-1183-CD

BETH A. YOHE AND
DAVID A. YOHE

Defendant

**PRAECIPE FOR DEFAULT
JUDGMENT**

Filed on behalf of Plaintiff,
DISCOVER BANK, ISSUER OF
DISCOVER CARD, BY ITS AGENT
DISCOVER FINANCIAL SERVICES,
INC.

Counsel of Record for this party:

STOCK & GRIMES, LLP
By Paul V. Ressler, Esquire
PA I.D. #13657

21 Yost Boulevard, Suite 301
Pittsburgh, PA 15221-5283
(412)824-6944

FILED Atty pd. 20.00
m 1112 R01
SEP 28 2007 Notice to Defs.

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

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

DISCOVER BANK, ISSUER OF DISCOVER :
CARD, BY ITS AGENT DISCOVER :
FINANCIAL SERVICES, INC. :
Plaintiff, :
vs. : Docket No. 2007-1183-CD
BETH A. YOHE and :
DAVID A. YOHE :
Defendant. :

NOTICE OF PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO DEFENDANT:

BETH A. YOHE
232 MAIN STREET
TROUTVILLE, PA 15866

Date of Notice: September 10, 2007

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 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.

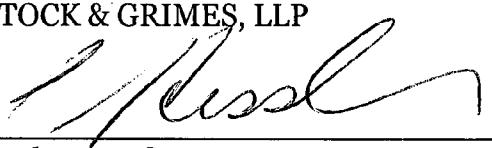
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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 PERSON AT A REDUCED FEE OR NO FEE.

**LAWYER REFERRAL SERVICE
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
TELEPHONE 814-765-2641 EXT. 50-51**

STOCK & GRIMES, LLP

By:


Paul V. Ressler, Esquire
21 Yost Boulevard - Suite 301
Pittsburgh, PA 15221-5283
(412) 824-6944

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

DISCOVER BANK, ISSUER OF DISCOVER :
CARD, BY ITS AGENT DISCOVER :
FINANCIAL SERVICES, INC. :
Plaintiff, :
vs. : Docket No. 2007-1183-CD
BETH A. YOHE and :
DAVID A. YOHE :
Defendant. :

NOTICE OF PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO DEFENDANT:

DAVID A. YOHE
232 MAIN STREET
TROUTVILLE, PA 15866

Date of Notice: September 10, 2007

IMPORTANT NOTICE

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CLEARFIELD, PA 16830
TELEPHONE 814-765-2641 EXT. 50-51**

STOCK & GRIMES, LLP

By:


Paul V. Ressler, Esquire
21 Yost Boulevard - Suite 301
Pittsburgh, PA 15221-5283
(412) 824-6944

U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

STOCK & GRIMES, LLP

Attorneys at Law

21 Yost Boulevard, Suite 301

Pittsburgh, PA 15221-5283



0000

One piece of ordinary mail addressed to:

Beth A. Vohé

232 Main St.

Troutville, PA 15860

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

STOCK & GRIMES, LLP

Attorneys at Law

21 Yost Boulevard, Suite 301

Pittsburgh, PA 15221-5283



0000

One piece of ordinary mail addressed to:

David A. Vohé

232 Main St.

Troutville, PA 15860

PS Form 3817, Mar. 1989

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

DISCOVER BANK, ISSUER OF DISCOVER :
CARD, BY ITS AGENT DISCOVER :
FINANCIAL SERVICES, INC., :
Plaintiff, :
vs. : No. 2007-1183-CD
BETH A. YOHE AND :
DAVID A. YOHE :
Defendant. :

NOTICE OF JUDGMENT

To the Defendant:

**DAVID A. YOHE
232 MAIN STREET
TROUTVILLE, PA 15866**

PLEASE BE ADVISED that judgment has been entered against you and in favor of plaintiff, DISCOVER BANK, ISSUER OF DISCOVER CARD, BY ITS AGENT DISCOVER FINANCIAL SERVICES, INC., in the above captioned case, as follows:

Amount of Judgment	\$2,557.98
Attorney Fees	\$639.50
Judgment Costs	\$85.00
Total	\$3,282.48

Date: September 28, 2007

Willie L. Chapman
Prothonotary/Deputy Prothonotary

COPY

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

DISCOVER BANK, ISSUER OF DISCOVER :
CARD, BY ITS AGENT DISCOVER :
FINANCIAL SERVICES, INC., :
Plaintiff, :
vs. : No. 2007-1183-CD
BETH A. YOHE AND :
DAVID A. YOHE :
Defendant. :

NOTICE OF JUDGMENT

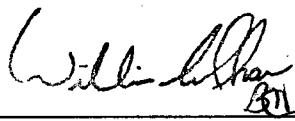
To the Defendant:

**BETH A. YOHE
232 MAIN STREET
TROUTVILLE, PA 15866**

PLEASE BE ADVISED that judgment has been entered against you and in favor of plaintiff, DISCOVER BANK, ISSUER OF DISCOVER CARD, BY ITS AGENT DISCOVER FINANCIAL SERVICES, INC., in the above captioned case, as follows:

Amount of Judgment	\$2,557.98
Attorney Fees	\$639.50
Judgment Costs	\$85.00
Total	\$3,282.48

Date: September 28, 2007



Prothonotary/Deputy Prothonotary

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

COPY

Discover Bank
Plaintiff(s)

No.: 2007-01183-CD

Real Debt: \$3,282.48

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Beth A. Yohe
David A. Yohe
Defendant(s)

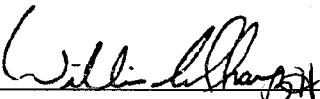
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 28, 2007

Expires: September 28, 2012

Certified from the record this 28th day of September, 2007.



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

PRESSLER and PRESSLER, LLP
Ralph Gulko , Esq.
ID# 32771
804 West Avenue
Jenkintown, PA 19046
1-215-576-1900

File # Y18216A
Attorney for Plaintiff

DISCOVER BANK

Plaintiff

COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

VS.

No. 2007-1183-CD

BETH A YOHE

Defendant

PRAECIPE TO SATISFY JUDGMENT

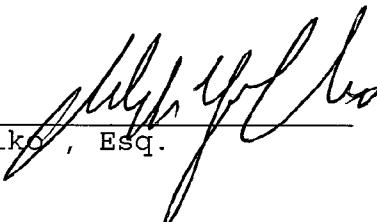
TO THE PROTHONOTARY:

Kindly mark the Judgment entered in regard to the above captioned case satisfied of record.

Date: _____

4/15/13

Ralph Gulko, Esq.



FILED 04/18/2013 2:37 PM
MAY 03 2013 2:00 PM
Scc
William A. Shaw
Prothonotary/Clerk of Courts