

08-595-CD
Discover Bank vs Elizabeth Huff

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

DISCOVER BANK

Plaintiff No: 08-595-cd
vs. COMPLAINT IN CIVIL ACTION

ELIZABETH ANN HUFF
AKA ELIZABETH A HUFF

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06129176 C A Pit SXA

FILED Atty ad.
M/11/25/04 \$45.00
APR 02 2004
IHC Sheriff
William A. Shaw
Prothonotary/Clerk of Courts

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

DISCOVER BANK

Plaintiff
vs. Civil Action No

ELIZABETH ANN HUFF
AKA ELIZABETH A HUFF

Defendant

COMPLAINT AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext 1300-1301

COMPLAINT

1. Plaintiff, is a corporation with offices at 6500 New Albany Rd, New Albany, OH 43054.

2. Defendant is adult individual(s) residing at the address listed below:

ELIZABETH ANN HUFF
34 DESALVE RD
PENFIELD, PA 15849

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number XXXXXXXXXXXXXXXXXX3880 . A copy of Plaintiff's Statement of Account is attached hereto, marked as Exhibit "A" and made a part hereof.

4. Defendant made use of said credit card and currently has a balance due and owing to Plaintiff, as of March 12, 2008 , in the amount of \$9102.53 .

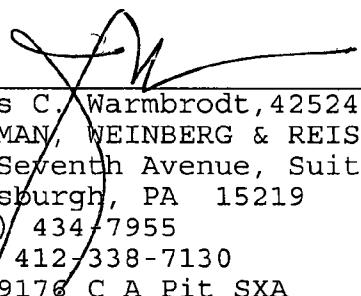
5. Defendant is in default by failing to make payments when due.

6. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

7. Plaintiff avers that such attorneys' fees will amount to \$1500.00

8. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for Judgment in its favor and against Defendant , ELIZABETH ANN HUFF , INDIVIDUALLY , in the amount of \$9102.53 with interest at the legal rate of 6.000% per annum from date of judgment plus attorneys' fees of \$1500.00 , and costs.


James C. Warmbrodt, 42524
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06129176 C A Pit SXA

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Important Information. If there is more than one page to this billing statement, see the back of each page for additional important information.

See your Cardmember Agreement. Your Cardmember Agreement contains all the terms of your Account.

Lost or stolen cards. Report immediately! Call 1-800-347-2883.

SDSNA01 00002029 EX7

Billing Rights Summary. 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 Discover MoreSM, P.O. Box 15192, Wilmington, DE 19850-5192, as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule for Credit Card Purchases: If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the goods or services, all purchases are covered regardless of the amount or location of purchase.)

Payments. Send only your payment and the top portion of this statement in the envelope provided. Do not send cash. By sending your check as described above, you authorize us to use information on your check to make an electronic fund transfer from your account at the financial institution indicated on your check or to process the payment as a check transaction. If payment is processed as an electronic fund transfer, the transfer will be for the amount of the check. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

The processing of your payment may be delayed if you send cash, correspondence or other items with your payment, if you send the payment to any other address or if you use an envelope other than the one provided. Payments received on or after 1 PM Monday through Friday or on a weekend or bank holiday will be posted to your Account as of the next business day. If you have misplaced your envelope, send your payment to Discover Bank, PO Box 15251, Wilmington, DE 19886-5251. Please allow 7-10 days for delivery. If your payment is returned unpaid, we reserve the right to resubmit it as an electronic debit.

You can pay your minimum payment or a greater amount over the telephone. Call us at 1-800-347-2683. You will need this statement and your bank account information. You must ensure that sufficient funds are available in your bank account, and all transactions must comply with U.S. law. You will be asked to provide the first 5 digits of your account statement zip code. By entering those numbers as your electronic signature, you will be agreeing to this authorization to allow us and your bank to deduct each payment you authorize, in the amount requested by you, from your bank account. In order to cancel a payment we must receive notice at least three days in advance of the scheduled payment. You may notify us by phone at 1-800-347-2683 or by mail at address listed in the previous paragraph.

Credit Reporting. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. We normally report the status and payment history of your Account to credit reporting agencies each month. If you believe that our report is inaccurate or incomplete, please write us at the following address: Discover MoreSM Card, PO Box 15316, Wilmington DE 19850-5316. Please include your name, address, home telephone number and Account number.

Periodic Finance Charges. Except as provided below, we will impose Periodic Finance Charges on purchases, cash advances and balance transfers beginning with the date the transaction occurs until the date of repayment and on Old Balances until the date of repayment. Old Balances are comprised of either purchases and cash advances made on or prior to the last day of your billing period ending during February 1993 or Reserve Line balances.

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 are imposed on all transactions and Old Balances until the date of repayment. Repayment means payment of your entire New Balance. However, if you pay the New Balance shown on this 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 this statement. If your Account was closed as of September 27, 1999, you can avoid payment of Periodic Finance Charges if you pay the New Balance shown on this Statement by the Payment Due Date and the Payments and Credits on this statement equal or exceed your Previous Balance. Otherwise, you will receive a billing statement next month that includes Periodic Finance Charges imposed until the date of repayment.

We compute Periodic Finance Charges each day for purchases, cash advances, balance transfers and Old Balances (which we refer to as transaction categories) by using the following equation: Average Daily Balance x number of days in the billing period x Daily Periodic Rate. (Refer to the finance charge summary on the front of your 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 0 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 this 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 0 on the first day of the billing period.

Old Balances are excluded from the balance of the purchase and cash advance transaction categories. Special rate balance transfers and Balance Transfer Transaction Fee Finance Charges are included in the daily 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 you exceeded your Account credit limit are also included in the category until the initial special rate otherwise would have expired. In calculating the daily balance of the balance transfer transaction category on the first day of the billing period, we subtract the unpaid balance of those Balance Transfer Transaction Fee Finance Charges and balance transfers that 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 made in a previous billing period is itemized on this statement, we consider the transaction date to be the first day of the current billing period when we calculate your Periodic Finance Charges.

For TDD (Telecommunications Device for the Deaf) assistance, please call 1-800-347-7449.

The Discover[®] MoreSM Card is issued by Discover Bank, Member FDIC.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is Robert Atkins
(Name)
ACCOUNT MANAGER of DFS SERVICES, LLC, plaintiff herein, that
(Title) (Company)

he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

Robert Atkins
(Signature)

WWR# 06129176
DFS# 6011002280343880

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A. 23. 02. 1909

William A. Stetson

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket #

103993

DISCOVER BANK

Case # 08-595-CD

vs.

ELIZABETH ANN HUFF aka ELIZABETH A. HUFF

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW July 16, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO ELIZABETH ANN HUFF AKA ELIZABETH A. HUFF, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

FILED
92-5761
JUL 16 2008
UR

William A. Shaw
Prothonotary/Clerk of Courts

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8669367	10.00
SHERIFF HAWKINS	WELTMAN	8669367	46.32

Sworn to Before me This

So Answers,

____ Day of _____ 2008

*Chester A. Hawkins
by Marilynn Hawn*
Chester A. Hawkins
Sheriff

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

DISCOVER BANK

Plaintiff

NO: 08-595-CD

vs.

COMPLAINT IN CIVIL ACTION

ELIZABETH ANN HUFF
AKA ELIZABETH A HUFF

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06129176 C A Pit SXA

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

APR 02 2008

Attest.

William J. Hess
Prothonotary/
Clerk of Courts

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

DISCOVER BANK

Plaintiff
vs. Civil Action No

ELIZABETH ANN HUFF
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Defendant

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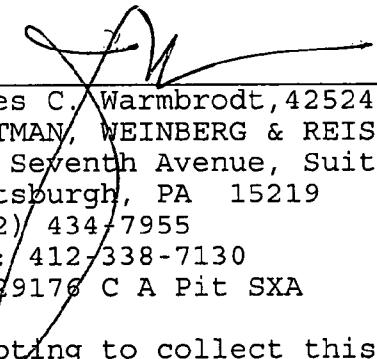
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436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06129176 C A Pit SXA

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is Robert Perkins
(Name)
ACCOUNT MANAGER of DFS SERVICES, LLC, plaintiff herein, that
(Title) (Company)

he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

Robert Perkins
(Signature)

WWR# 06129176
DFS# 6011002280343880

FILED

JUL 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

DISCOVER BANK

Plaintiff

No. 08-595-CD

vs.

PRAECLP TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

ELIZABETH ANN HUFF

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#6129176

S
FILED *10/27/08* *Clerk of Disc issued*
10/27/08 *to Atty*
William A. Shaw *Warmbrodt*
Prothonotary/Clerk of Courts

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 08-595-CD

ELIZABETH ANN HUFF

Defendant

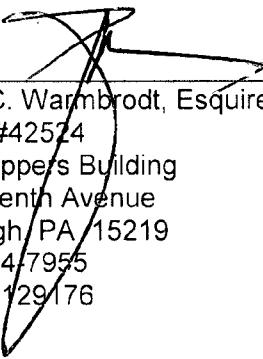
PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

Settle, Discontinue and End the above-captioned matter upon the records of the Court without
prejudice to refile and mark the costs paid.

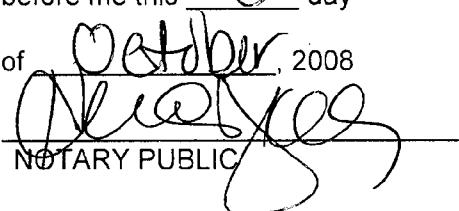
WELTMAN, WEINBERG & REIS CO., L.P.A.

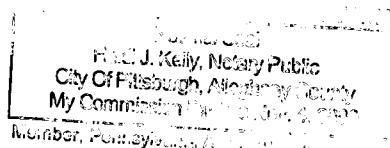
By: 
James C. Warmbrodt, Esquire
PA I.D. #42524
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#6129176

SWORN TO AND SUBSCRIBED

before me this 15th day

of October, 2008


NOTARY PUBLIC



FILED

OCT 27 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Discover Bank

Vs.
Elizabeth Ann Huff

No. 2008-00595-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 27, 2008, marked:

Settled, discontinued and ended without prejudice to refile

Record costs in the sum of \$95.00 have been paid in full by James C. Warmbrodt Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 27th day of October A.D. 2008.



William A. Shaw, Prothonotary