

08-1085-CD  
Discover Bank vs Remona J. Daub

FILED *50*

JUN 13 2008

ml 111-301 wa

William A. Shaw  
Prothonotary/Clerk of Courts

1 CERT TO STEWART

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

DISCOVER BANK,

Plaintiff

No. 2008-1085-C9

vs.

COMPLAINT IN CIVIL ACTION

REMONA J DAUB,

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#6558058

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

DISCOVER BANK,

Plaintiff

vs.

Civil Action No.

REMONA J DAUB,

Defendant

**COMPLAINT IN CIVIL ACTION 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 ROAD, NEW ALBANY, OH 43054.

2. Defendant is an adult individual residing at the address listed below:

REMONA J DAUB  
1171 SCHOFIELD ST EXT  
CURWENSVILLE,PA 16833

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number XXXXXXXXXXXXXX3521.

4. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of MAY 20, 2008 in the amount of \$4,253.89. A true and correct copy of Plaintiff's Statement of Account is attached hereto, marked as Exhibit "1" and made a part hereof

5. Defendant is in default of the terms of the cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable.

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 \$500.00.

8. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, REMONA J DAUB, individually, in the amount of \$4,253.89 with interest at the legal interest rate of 6% per annum from date of judgment plus attorneys' fees of \$500.00, and costs.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED  
SHALL BE USED FOR THAT PURPOSE.**

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

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



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 1-800-347-2683.

**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 More<sup>SM</sup>, 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.** 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, P.O. Box 15251, Wilmington, DE 19886-5251. Please allow 7-10 days for delivery. If your payment is returned unpaid, we reserve the right to rescind 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 its authorization. It allows 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 More<sup>SM</sup> Card, P.O. Box 15316, Wilmington, DE 19856-5316. Please include your name, address, home telephone number and Account number.

**PERIODIC FINANCE CHARGES** Periodic Finance Charges are imposed on all transactions from the date the transaction is posted to your Account until the date you pay your entire New Balance, by making payments or receiving credits. However, we will provide the following "grace period." If you paid the New Balance on your previous billing statement by the Payment Due Date shown on that statement, and you pay the New Balance by the Payment Due Date on this statement, we will not impose Periodic Finance Charges on new purchases, that is, purchases first appearing on this statement. Otherwise, you will receive a billing statement next month that includes Periodic Finance Charges on those new purchases. There is no grace period or balance transfers or cash advances.

We sort your transactions into groups of purchases, cash advances, and balance transfers and then further sort the transactions within each group by their Actual Percentage Rate. For example, purchases subject to a promotional rate and purchases subject to a standard rate would be separate groups. We refer to these groups as transaction categories. At the end of each billing period, we compute balances and Periodic Finance Charges for each day of the billing period for each transaction category. We use the following equation to compute Periodic Finance Charges for each transaction category: Average Daily Balance  $\times$  number of days in the billing period  $\times$  Daily Periodic Rate. (See the finance charge summary on your statement for these amounts.) Then we add up 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, because of the grace period, 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 do not pay the New Balance shown on the billing statement you received during the previous billing period by the Payment Due Date shown on that statement, 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 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. 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.

All fees charged to your Account are added to the standard purchase transaction category with the exception of Cash Advance Transaction Fee. Finance Charges which are added to the applicable cash advance transaction category and Balance Transfer Transaction Fee. Finance Charges which are added to the applicable balance transfer transaction category. When the special rate expires, we move the unpaid balance of the balance transfer and the Balance Transfer Transaction Fee Finance Charges to the standard purchase transaction category. However, if the special rate has been terminated under the Default Rate Plan, we leave the unpaid balance of the balance transfer and the Balance Transfer Transaction Fee Finance Charges in the applicable transaction category until the special rate would have expired.

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

The Discover More<sup>SM</sup> Card is issued by Discover Bank, Member FDIC.

SDSNA0100071752X5

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 Adkins,  
(Name)  
Accounts 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 in Civil Action are true and correct to the best of his/her knowledge, information and belief.

  
(Signature)

WWR # 6558058  
REMONA J DAUB  
6011002120173521

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1085-CD

DISCOVER BANK

vs

REMONA J. DAUB

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 07/13/2008

HEARING:

PAGE: 104281

DEFENDANT: REMONA J. DAUB

ADDRESS: 1171 SCHOFIELD ST. EXT.  
CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

**FILED**

07/13/2008  
JUN 20 2008

ATTEMPTS

6-18-08-11:38-AM-N/H

OCCUPIED

William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, 6-20-08 AT 10:53 AM SERVED THE WITHIN

COMPLAINT ON REMONA J. DAUB, DEFENDANT

BY HANDING TO Remona J. Daub, Def.

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM/HER THE CONTENTS THEREOF.

ADDRESS SERVED 1171 Schofield ST. EXT.  
Curwenville, Pa. 16833

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT FOR REMONA J. DAUB

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO REMONA J. DAUB

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

So Answers: CHESTER A. HAWKINS SHERIFF

BY:

James E. Davis  
Deputy Signature

James E. Davis  
Print Deputy Name

DAY OF 2008

FILED 1cc & 1 Cert  
m/10:45 am of disc  
JUL 16 2008 issued to  
Atty Warmbrodt

William A. Shaw  
Prothonotary/Clerk of Court

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

DISCOVER BANK

Plaintiff No. 2008-1085-CD

vs. PRAECIPE TO SETTLE, DISCONTINUE  
REMONA J DAUB AND END WITH PREJUDICE

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#6558058

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

DISCOVER BANK

Plaintiff

vs.

Civil Action No. 2008-1085-CD

REMONA J DAUB

Defendant

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY OF FAYETTE COUNTY:

SIR:

Please kindly Settle and Discontinue the above-captioned matter upon the records of the Court and mark the cost paid.

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

By:   
James C. Wafnbrodt, Esquire  
PA I.D. #42524  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#6558068

SWORN TO AND SUBSCRIBED

before me this 10<sup>th</sup> day

of July, 2008

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Wendy L. Gault, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires July 15, 2010

Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Discover Bank

Vs. No. 2008-01085-CD  
Remona J. Daub

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 July 16, 2008, marked:

Settled and Discontinued

Record costs in the sum of \$95.00 have been paid in full by Weltman, Weinberg & Reis.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of July A.D. 2008.



LM

\_\_\_\_\_  
William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104281  
NO: 08-1085-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: DISCOVER BANK  
vs.  
DEFENDANT: REMONA J. DAUB

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8677345	10.00
SHERIFF HAWKINS	WELTMAN	8677345	30.12

FILED  
03:35 LM  
OCT 01 2008  
G  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2008



Chester A. Hawkins  
Sheriff