

08-1724-CD

Discover Bank vs Heather Sidelinger

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. 2008-1724-CD

HEATHER SIDELINGER
Defendant

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
Paul V. Ressler, Esq.
PA I.D. #25626

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

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

FILED pd \$95.00 AH
m/ 1:45 um ICC Shff
SEP 12 2008
(um)

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.
HEATHER SIDELINGER	:	
Defendant.	:	

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.

**PA Lawyer Referral Service
100 S Street
P.O. Box 186
Harrisburg, PA 17108-0186-86
Phone: 1-800-692-7375**

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, is a duly organized banking institution under the laws of the state of Delaware, and has its principal place of business at PO Box 6011, Dover, Delaware 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. The Defendant, HEATHER SIDELINGER, is an adult individual with a last known address of 969 Salada Road, Dubois, CLEARFIELD County, Pennsylvania 15801-6461.

4. Defendant submitted an application to Plaintiff for an open-end credit card account and was issued a credit card with identifying account number of 6011 0024 1063 6690.

5. The original credit card application submitted by Defendant 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 Defendant upon issuance of the card.

7. Defendant, 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. Defendant has 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 Defendant, 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 Defendant upon request.

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

10. Defendant has failed to pay the balance due and owing on the aforesaid account in the sum of TWELVE THOUSAND FIVE HUNDRED NINETY THREE AND 50/100 (\$12,593.50) plus costs of this action and reasonable attorney fees in the amount of \$3,148.39, as provided by the Discover Financial Services Cardmember 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 Defendant, in the sum of TWELVE THOUSAND FIVE HUNDRED NINETY THREE AND 50/100 (\$12,593.50) plus costs of this action, and reasonable attorney fees in the sum of \$3,148.39.

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.	:	No.
HEATHER SIDELINGER	:	
Defendant.	:	

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.


An Verification signed by the Plaintiff will be provided to Defendant or counsel for Defendant 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,

STOCK & GRIMES, LLP

By:



Paul V. Ressler, Esquire
21 Yost Boulevard, Ste. 301
Pittsburgh, PA 15221
(412) 824-6944
ID No. 25626
Attorney for Plaintiff

Department of Defense Manpower Data Center

AUG-19-2008 07:45:29



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
SIDELINGER	HEATHER	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: **PRJBZGKSVL**

ATTORNEY: STOCK
ACCOUNT NUMBER: 6011002410636690
BALANCE: \$12,593.54
CARDMEMBER (S): HEATHER SIDELINGER

STATE OF OHIO
COUNTY OF FRANKLIN

Nicole Rose, 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 **DFS SERVICES LLC.**, the servicing agent of DISCOVER BANK, an FDIC insured Delaware State Bank.

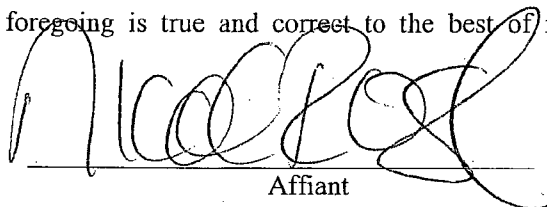
THAT this affidavit is made on the basis of my personal knowledge and in support of Plaintiff's suit on account against the Debtor(s)

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. DFS SERVICES, LLC. maintains these records in the ordinary course of business.

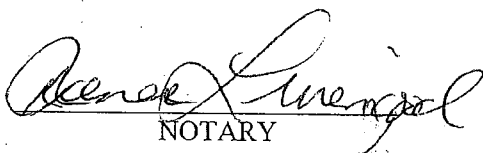
THAT the annexed statement of account is a true and correct statement of what is now due and owing Discover Bank on the account, and exhibit A is a copy of the Cardmember Agreement between Discover Bank and the above referenced Debtor(s). The Cardmember Agreement governs the terms and conditions of the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


Affiant

Sworn and Subscribed before me,
This day of Thursday, July 17, 2008.


NOTARY



K. RENEE LIVENGOOD
Notary Public
In and for the State of Ohio
My Commission Expires
Apr. 05, 2011

Arbitration: In the event of a dispute under this policy, either the Company or the Insured may make a written demand for arbitration. In that case, the Company and the Insured will each select an arbitrator. The two arbitrators will select a third. If they cannot agree within 15 days, either the Company or the Insured may request that the choice of arbitrator be submitted to the American Arbitration Association. The arbitration will be held in the state of the Insured's principal residence.

GLOBAL TRAVELER'S HOTLINE TERMS AND CONDITIONS

The Global Traveler's Hotline provides Cardmembers and their families a wide range of free travel assistance benefits. It is operated by AXA Assistance USA, Inc. Visit Discovercard.com/travel to learn more.

Eligibility: You must be a Cardmember whose Account is in good standing, the Cardmember's spouse or dependent child traveling with the Cardmember or an Authorized User of an Account in good standing.

Third-Party Charges: Global Traveler's Hotline is not insurance, so you will be responsible for all third-party fees and expenses for services requested, such as professional or medical fees.

Availability of Services: Certain services may not be available in all areas. Call us at 1-800-DISCOVER (1-800-347-2683) for assistance or if you have questions about a specific destination. Outside the U.S., call us collect at 1-801-902-3100. While AXA Assistance will make every reasonable effort to provide the services, neither AXA Assistance nor Discover Bank or our respective affiliates will be liable if a service is not provided or for any services that are provided by third parties. The services and these terms and conditions are subject to change without notice.



YOUR DISCOVER® CARD ACCOUNT

CARDMEMBER AGREEMENT..... Pages 1-12

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 "Right to Reject Arbitration" section at page 11.*

PRIVACY POLICY..... Pages 13-16

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.*

BILLING RIGHTS..... Pages 16-17

Important information about your rights and our responsibilities under the Fair Credit Billing Act.

DESCRIPTION OF COVERAGE..... Pages 17-25

The terms and conditions of the Scheduled Air Travel Accident Insurance and the Secondary Rental Car Collision Coverage that is provided at no charge to you when you use your Card to purchase airline tickets or rent an automobile.

GLOBAL TRAVELER'S HOTLINE..... Page 25

The terms and conditions of this free travel assistance benefit.

Exhibit "A"

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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 us 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.

Claim Notices. In the event that you or we have a claim that arises from or relates to your Account, any prior account you had with us, your application, the relationships which result from your Account or the enforceability of the Agreement or any prior agreement, before initiating, joining or participating in any judicial or arbitration proceeding, as either an individual litigant or member of a class ("Proceeding"), the complaining party shall give the other party: (1) a written notice of the claim ("Claim Notice"), at least 15 days before initiating any Proceeding, explaining in reasonable detail the nature of the claim and any supporting facts; and (2) a reasonable good faith opportunity to resolve the claim without the necessity of a Proceeding. This includes any claim involving our parent corporation, subsidiaries, affiliates (including, without limitation, Discover Financial Services LLC), predecessors, successors, assigns, as well as the officers, directors and employees of each of these entities. Any Claim Notice shall be sent to us at PO Box 3024, New Albany, Ohio 43054 (or such other address as we shall subsequently provide to you) (the "Claim Notice Address") or to you at your address appearing in our records. If you are represented by counsel, to your attorney at your attorney's office.

Arbitration of Disputes. Agreement to arbitrate. 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, of 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 URGENT 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 URGENT CLAIM, PRE-HEARING DISCOVERY RIGHTS AND POST-HEARING APPEAL RIGHTS WILL BE LIMITED. 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, unless such action is transferred, removed or appealed to a different court. **Governing Law and Rules.** 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 333 Madison Ave., 10th Fl., New York, NY 10017-5905, www.adr.org (phone 1-800-775-7879) or NAF at PO

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Box 50191, Minneapolis, MN 55405 (phone 1-800-474-2371). No other arbitration forum will be permitted, except as agreed pursuant to either the Changes to this Agreement section or a writing signed by both parties. Unless consented to by all parties, no arbitration will be administered by any arbitrator that has any formal or informal policy rule or procedure that is inconsistent with or purports to override the terms of this section. **Fees and Costs.** 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 PO Box 15192, Wilmington, DE 19885-1020. The arbitrator will decide who will ultimately be responsible for paying those fees. You will only be responsible for paying or reimbursing our arbitration filing, administrative or hearing fees to the extent you would have been responsible for paying "attorneys' fees and costs" or other collection costs had the action proceeded in court. 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 payment or reimbursement is prohibited by applicable law.

Hearings and Decisions. 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.

Other Beneficiaries of this Provision. Our rights and obligations under this arbitration provision shall inure to the benefit of and be binding upon our parent corporations, subsidiaries, affiliates (including, without limitation, Discover Financial Services LLC), 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.

Survival of this Provision. 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.

Right to Reject Arbitration. You may reject the Arbitration of Disputes section by providing us a notice of rejection within 30 days after receiving a Card, at the following address: Rejection Card, PO Box 30538, Salt Lake City, UT 84130-0538. If you were previously subject to arbitration with respect to any account with us, this right to reject arbitration will not apply to you. Your rejection notice must include your name, address, telephone number, Account number and signature and must not be sent with any

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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.

LEGAL INTERPRETATION OF THIS AGREEMENT

Severability. 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. 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, but 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 and any claim or dispute arising out of this Agreement will be governed by applicable federal law and, to the extent state law applies, Delaware law.

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.

CHANGES TO THIS AGREEMENT

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 any 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 changes 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.

We may also change any term of any product, service or benefit offered in connection with your Account. We will notify you as required by law or by the terms of the product, service or benefit.

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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 the security of your personal information is our top priority. 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 on page 14 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 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. 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 services 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 services 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 co-branded 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, PO Box 30963, Salt Lake City, UT 84130-0963 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, please understand that you may 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, please call us at 1-800-235-5202 or write to us at Discover Card, PO Box 30963, Salt Lake City, UT 84130-0963. 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. and Discover Products Inc. Unless otherwise specified, it applies to the family of Discover Cards for consumers and the products and services offered in connection with those Cards, including the Wallet Protection 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 law requires 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 corporate family unless you call us at 1-800-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 while you are a resident of California.

Your Billing Rights

KEEP THIS NOTICE FOR FUTURE USE

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

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

If you think your bill is wrong or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address listed on your bill for Notice or 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.
- your dollar amount of the suspected error.
- describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong, to stop the payment, your lender 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.

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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 you own or operate the merchant or if we mailed you the advertisement for the goods or services.

4. Purchases Made with Checks or Cash Advances

The Special Rule for Credit Card Purchases 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 withhold payment of the amount due.

DESCRIPTION OF COVERAGE

SCHEDULED AIR TRAVEL ACCIDENT INSURANCE. Discover® More™ Cardmembers and Discover® Open Road® Cardmembers are provided with \$500,000 Scheduled Air Travel Accident Insurance and Discover® Titanium Cardmembers are provided with \$150,000 Scheduled Air Travel Accident Insurance.* You, your spouse, Domestic Partner or eligible dependent children for whom a ticket was purchased on your Card (as defined below) will be automatically insured against Accidental Loss of Life arising from and occurring on a Covered Trip while you, your spouse, Domestic Partner or eligible dependent children for whom a ticket was purchased on your Card are riding as a passenger in or entering, exiting or being stuck by a Scheduled Aircraft or a conveyance operated by a military transport service or riding as a passenger in or entering or exiting any conveyance licensed to carry the public for a fee and while traveling directly to or from the airport immediately preceding the departure of a Scheduled Aircraft on which the insured Person has purchased passage and immediately following the arrival of a Scheduled Aircraft on which the insured Person was a passenger.

*Coverage is underwritten by Federal Insurance Company, a member insurer of the CNA Group of Insurance Companies. Certain limitations and exclusions apply.

PLAN FEATURES

THE BENEFIT: The full Benefit Amount (\$500,000 for Discover More and Discover Open Road Cardmembers; \$150,000 for Discover Titanium Cardmembers) is payable for Accidental Loss of Life. The loss must occur within one year of the Accident.

MAXIMUM LIMIT OF INSURANCE: If more than one insured Person suffers a loss in the same Accident, the Company will not pay more than the maximum limit of insurance (\$500,000) per Accident. If an Accident results in benefit amounts becoming payable, which when totaled exceed the applicable limit of insurance shown above, the maximum limit of insurance will be divided proportionally among the insured Persons, based on each applicable Benefit Amount. In the event of multiple Accidental deaths per Accident arising from any one Accident, the Company's liability for all such losses will be limited to a maximum limit of insurance equal to

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two times the applicable Benefit Amount for Loss of Life. Benefits will be proportionately divided among the insured Persons up to the maximum limit of insurance.

DEFINITIONS:

Accident or Accidental means a sudden, unforeseen and unexpected event happening by chance, and includes unavoidable exposure to elements arising from a covered hazard.

Accidental Death means a death resulting from an Accident or Accidental loss of life, independent of disease, illness or other cause and occurs while this policy is in force.

Account means a Card account.

Benefit Amount means the loss amount at the time the entire cost of the passenger fare is charged to an Account.

Cardmember means the Discover More Card, Discover Open Road Card or Discover Titanium Card, as applicable.

Cardholder means the holder of the Card whose name appears on the credit card.

Company means the Federal Insurance Company.

Covered Trip means travel on a Scheduled Aircraft when the entire cost of the passenger fare for such transportation, less redeemable certificates, vouchers or coupons, has been charged to the insured Person's Account.

Dependent Child or Children means those children, including adopted children and those children placed for adoption, who are primarily dependent upon the insured Person for maintenance and support and who are: (1) under the age of 19 and reside with the insured Person; (2) beyond the age of 19, permanently mentally or physically challenged; and (3) beyond the age of 19, under the age of 25 and classified as (full)-time students at an institution of higher learning.

Domestic Partner means a person who: (1) is at least 18 years of age and competent to enter into a contract; (2) is not related to the insured Person by blood; (3) has exclusively lived with the insured Person for at least one year prior to the date of enrollment; (4) is not legally married or separated; and (5) as of the date of enrollment, has with the insured Person at least two of the following financial arrangements: (a) a joint mortgage or lease; (b) a joint bank account; (c) joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or (d) a joint credit card account with a financial institution. Neither the insured Person nor the Domestic Partner can be married to, nor in a civil union with, anyone else.

Hazard means the covered circumstances for which this insurance is provided as stated in Section III of the Declarations, Hazards and described in the Hazards form, as described on page 1 of this Description of Coverage.

Insured Person means all Cardmembers, their spouses, Domestic Partners and Dependent Children, as well as authorized users of the Account.

Loss means the loss of Life.

Loss of Life means death, including clinical death determined by the local governing medical authorities.

Policyholder means Discover Financial Services LLC, the entity responsible for the payment of premium.

Scheduled Aircraft means an aircraft owned and/or operated by a Scheduled Airline.

Scheduled Airline means an airline which is either of United States registry and certified by the United States government to carry passengers on a regularly scheduled basis or of foreign registry and approved by the United States government and the appropriate foreign authority.

War means hostilities following a declaration of War by a government

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authority. If there is no declaration of War, then (1) armed, open and continuous hostilities between two countries or (2) armed, open and continuous hostilities between two factions, each in control of territory, or claiming jurisdiction over the site of the area of hostility.

DISAPPEARANCE BENEFITS: If the Insured Person has not been found within one year of the disappearance, standing, sinking, wrecking or breakdown of any Scheduled Aircraft or conveyance in which the Insured Person was covered as an occupant, it will be assumed, subject to all other terms of the policy, that the Insured Person has suffered Loss of Life covered under this policy.

EXPOSURE BENEFITS: Accident includes unavoidable exposure to elements arising from a covered hazard.

ELIGIBILITY: This insurance plan is provided to Insured Persons automatically when the entire cost of the passenger fare(s) on a Scheduled Airline is charged to the Cardmember's Account while the insurance is effective. It is not necessary for you to notify the Policyholder or the Company when Scheduled Airline tickets are purchased.

EFFECTIVE DATES: Your insurance under this insurance plan is effective on the later of: (1) April 1, 2007; or (2) the date you become an eligible Cardmember. Your insurance coverage under this insurance plan will cease on the earlier of: (1) the date the insurance coverage is terminated; or (2) the date you cease to be an eligible Cardmember.

COST: This insurance plan is provided at no additional cost to eligible Insured Persons for Covered Trips. Policyholder pays the full cost of the insurance.

THE BENEFICIARY: The Loss of Life benefit will be paid to the beneficiary designated by you. If no such designation has been made, that benefit will be paid to the first surviving beneficiary in the following order: a) your spouse; b) your children; c) your parents; d) your brothers and sisters; e) your estate. All other indemnities will be paid to you. If you wish to change your beneficiary, you may request a beneficiary designation form by writing to the plan administrator at: The Direct Marketing Group, Inc., 13265 Bedford Avenue, Omaha, NE 68164 or at Beneficiaryrequest@TheDirectMG.com.

EXCLUSIONS: This insurance plan does not cover Loss resulting from: (1) an Accident occurring while an Insured Person is in, entering or exiting any aircraft owned, leased or operated by this Policyholder or any aircraft owned, leased or operated by an employee of the Policyholder on behalf of the Policyholder (this exclusion does not apply to aircraft chartered with pilot or crew on one time charter basis); (2) an accident while an Insured Person is in, entering, or exiting any aircraft while acting or training as a pilot or crew member (this exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency); (3) emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, or bodily malfunctions (except bacterial infection caused by an Accident or from accidental consumption of a substance contaminated by bacteria); (4) suicide, attempted suicide or Loss that is intentionally self-inflicted; or (5) declared or undeclared War.

CLAIM NOTICE: Written claim notice must be given to the Company within 90 days after the occurrence of any Loss covered by this policy or as soon as reasonably possible. Failure to give notice within 90 days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

CLAIM FORMS: When the Company receives notice of a claim, the

Company will send you forms for giving proof of Loss to us within 15 days. If you do not receive the forms, you should send the Company a written description of the Loss.

CLAIM PROOF OF LOSS: Complete proof of Loss must be given to Company within 90 days after the date of Loss, or as soon as reasonably possible. Failure to give complete proof of Loss within that time frame will not invalidate any otherwise valid claim if notice is given as soon as reasonably possible and in no event later than one year after the deadline to submit complete proof of Loss.

CLAIM PAYMENT: The Company will pay you or your beneficiary the applicable benefit amount within 60 days after complete proof of Loss is received and if you, the Policyholder and/or the beneficiary have complied with all the terms of the policy.

ARBITRATION: In the event of a dispute under this policy, either the Company or the Insured Person may make a written demand for arbitration. In that case, the Company and the Insured Person will each select an arbitrator. The two arbitrators will select a third. If they cannot agree within 15 days, either the Company or the Insured Person may request that the choice of arbitrator be submitted to the American Arbitration Association. The arbitration will be held in the state of the Insured Person's principal residence.

IF YOU HAVE ANY CLAIM-RELATED QUESTIONS, PLEASE CALL THE CLAIMS SERVICE CENTER AT 1-800-CLAIMS-0 (1-800-233-4670) OR (757) 222-4232. You can also go to the Company Website (www.clubbb.com) click on Report a Loss, select Accident, Benefits and Life claims, select the appropriate form, print out the claim form, fill out and mail. You can file a claim by mail or fax.

Mailing Address: CLUBB GROUP OF INSURANCE COMPANIES
CLAIMS SERVICE CENTER
600 INDEPENDENCE PARKWAY
P.O. BOX 4700
CHESAPEAKE, VA 23327-4700

Fax Number: 1-800-300-2538

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the Master Policy, which can be obtained from the Policyholder.
Policy # 9906-18-06

Policy Underwritten by
Federal Insurance Company
a member insurer of the
Clubb Group of Insurance Companies
15 Mountain View Road, P.O. Box 1651
Warren, NJ 07061-1651

DESCRIPTION OF COVERAGE

SECONDARY RENTAL CAR COLLISION COVERAGE: Discover® More™, Discover® Open Road® and Discover® Titanium Cardmembers can benefit from the security and safety offered through Excess Collision Damage Waiver. If you rent a vehicle for 31 consecutive days or less (or 45 days under certain circumstances (described below)) with your Card (as defined below), you may be eligible for benefits under this coverage. Excess

Collision Damage Waiver is an insurance program, underwritten by Federal Insurance Company Policy # 9906-17-63 (the "Policy").
DEFINITIONS:

Account means a Card account.

Actual Cash Value means the cost to repair or replace the Rented Automobile at the time of loss, less depreciation, minus the value of the Cardholder's credit card.

Card means the Discover More Card, Discover Open Road Card or Discover Titanium Card, as applicable.

Collision Damage means the direct and accidental damage to a Rented Automobile caused by upset or collision with another object. Collision Damage does not include loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion.

Company means the Federal Insurance Company.
Insured Person means Discover Financial Services LLC, the entity responsible for the payment of premium.

Rental Agency means a commercial automobile rental company licensed under the laws of the applicable jurisdiction.

Rented Automobile means a four-wheeled private passenger type motor vehicle or a multi-seater manufactured and designed to transport a maximum of seven passengers and used exclusively to carry passengers. A Rented Automobile must be designed for travel on public roads and rented from Rental Agency.

TO GET COVERAGE:

• The Collision Damage Waiver Coverage is provided to you as an insured automatically when the entire rental fee for the Rented Automobile is charged or debited to your Account. It is not necessary for you to notify the Company at the time the rental fee is charged or debited to your Account.

• You must decline the Loss/Damage Waiver offered by the vehicle Rental Agency.

• You must rent the vehicle in your own name and sign the vehicle rental agreement/contract.

• The coverage period will not exceed 31 consecutive days or 45 consecutive days if the insured is an employee of an organization which has provided a Card to the insured for business use.

THE KIND OF COVERAGE YOU RECEIVE:

In consideration of the premium paid by the Policyholder as required, and subject to all the terms of the Policy, the Company agrees to reimburse on an Actual Cash Value basis either the Insured or the Rental Agency for repair or replacement of the Rented Automobile as a result of Collision Damage to the Rented Automobile. The Company's liability will be for a maximum reimbursement of \$25,000. In no event will the Company be liable beyond the amounts actually paid by the Insured or the Rental Agency.

• If you or an Insured's primary vehicle insurance or other coverage has made payments for a covered loss, Excess Collision Damage Waiver will cover your deductible and any other eligible amounts not covered by other insurance.

• This coverage is not all-inclusive, which means it does not cover such things as personal injury or personal liability. It does not cover you for any damages to other vehicles or property. It does not cover you for any injury to any party.

WHO IS COVERED:

- Discover More Cardmembers
- Discover Open Road Cardmembers
- Discover Titanium Cardmembers

EXCLUDED RENTAL VEHICLES:

Off-road, antique or limited edition motor vehicles; trucks; recreational vehicles; campers, pickup trucks, and mini-buses; limited edition motor vehicles or high value, exotic, high performance or collector type. High value motor vehicles are motor vehicles whose replacement value exceeds \$50,000, and antique motor vehicles are defined as any vehicle over 25 years old, or any vehicle which has not been manufactured for 10 years or more.

WHERE YOU ARE COVERED:

- Coverage applies to vehicles rented in the United States and Canada only.
- Coverage is not available where prohibited by law.

WHAT IS NOT COVERED:

- Coverage does not apply to loss resulting from the following:
 - Any dishonest, fraudulent or criminal act of the insured.
 - Forgery by the insured.
 - Loss due to war or confiscation by authorities.
 - Loss due to nuclear reaction or radioactive contamination.
 - The insured being intoxicated, as defined by the laws of the jurisdiction where the loss occurred, or under the influence of any narcotic unless prescribed by a physician.
 - Use of the Rented Automobile to carry passengers and property for hire.
 - Use of the Rented Automobile by a person other than the one authorized to operate the Rented Automobile by the terms of the Rental Agreement.
- Loss of use of the Rented Automobile.
- Intentional damage to the Rented Automobile by the insured.
- Damage which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure.
- Damage to tires unless the loss is coincident with a covered loss.
- Use of the Rented Automobile in tests, races or contests.
- The Rented Automobile being operated or located in any territory prohibited by the terms of the Rental Agreement.

FOR INSURED WHO ARE NEW YORK STATE RESIDENTS:

To the extent that this plan provides insurance against damage to a rented motor vehicle, the following terms and conditions apply: (1) the period of insurance coverage will not exceed 31 consecutive days, or 45 consecutive days if the insured is an employee of an organization which has provided the Card to the insured for business use; and (2) the insurance provided by this plan will be excess over any other valid and collectible insurance covering the Rented Automobile. However, the insurance provided under this plan may be primary if specifically provided for under the terms of this plan and if the following criteria is met: (a) the Rented Automobile is rented for use outside the United States, its territories and possessions; (b) the insured is an employee of an organization which has provided the Card to the insured for business use; and (c) the Rented Automobile is rented without a driver.

HOW TO FILE A CLAIM UNDER EXCESS COLLISION DAMAGE WAIVER:

In the event of a claim, written or verbal notice must be provided as soon as reasonably possible.

IF YOU HAVE ANY CLAIM RELATED QUESTIONS, PLEASE CALL THE CLAIMS SERVICE CENTER AT: 1-800-CLAIMS-0 (1-800-452-4670) or (737) 222-4231.

You can also go to the Company Website (www.clubb.com), click on Report a Loss, select Accident, Benefits and Life claims, select the appropriate form, print out the claim form, fill out and mail. You can file a claim by mail or fax.

Mailing Address:

CLUBB GROUP OF INSURANCE COMPANIES
CLAIMS SERVICE CENTER
 500 INDEPENDENCE PARKWAY
 P.O. BOX 4000
 CHESAPEAKE, VA 23327-4700
 1-800-300-2538

Fax Number:

1-800-300-2538

CLAIM PROCEDURE:

The insured must send the Company written notice of a claim, including the insured's name, and Policy number, within 90 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. To file a sworn Proof of Loss, the insured must send the following information to the Company or its authorized representative:

- A copy of the Account statement showing the automobile rental transaction.
- A copy of the automobile rental agreement.
- A copy of the police report.
- A copy of the initial claim report submitted to the automobile Rental Agency.
- A copy of the paid claim presented by the automobile Rental Agency for the Collision Damage for which the insured is responsible.
- Proof of submission of the loss to, and the result of any settlement or denial by the applicable insurance carrier(s).
- If no other insurance is applicable, a notarized statement from the insured to that effect.

Reminder: Please refer to the Insurance Disclosures section.

INSURANCE DISCLOSURES

As a handy reference guide, please read this document and keep it in a safe place with your other insurance documents. This Summary of Coverage is not a contract of insurance but is simply an informative statement to eligible insureds of the principal provisions of the insurance while in effect. Complete provisions pertaining to this plan of insurance are contained in the master policy on file with Discover Financial Services LLC herein referred to as the Policyholder. If a statement in this Summary of Coverage and any provision in the policy differ, the policy will govern.

Policy Underwritten by
Plan Administrator
Federal Insurance Company ("Company") The Direct Marketing Group, Inc.
 a member of the
Clubb Group of Insurance Companies
 15 Mountain View Road, Box 1615
 Warren, New Jersey 07051-1631
 Omaha, NE 68164

Master Policy Number: 9906-17-63

Effective date of benefits: Effective April 1, 2007, this guide replaces all prior disclosures, program descriptions, advertising and/or brochures by any party. Policyholder and Company reserve the right to change the benefits and features of these programs at any time.

Cancellation: Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all authorized Cardmembers. If Policyholder does cancel these benefits, you will be notified at least 60 days in advance. If the Company terminates, cancels, or chooses not to renew the coverage to Policyholder, you will be notified at least 60 days in advance.

Practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation or non-renewal, subject to the terms and conditions of coverage.

Benefits to you: These benefits apply only to Cardmembers whose cards are issued by U.S. financial institutions. The United States is defined as the 50 United States, the District of Columbia, American Samoa, Puerto Rico, Guam and the U.S. Virgin Islands. No person or entity other than the Cardmember shall have any legal or equitable right, remedy or claim for insurance proceeds and/or damages under or arising out of this coverage. These benefits do not apply if your Card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your Account is suspended or cancelled subject to the terms and conditions of coverage of your Cardmember Agreement.

Transfer of rights or benefits: No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the Company.

Misrepresentation and Fraud: Coverage of the Insured will be void if, at any time, the insured has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof, or the interest of the insured herein, or in case of any fraud or false swearing by the insured relating thereto.

Coverage for an insured will be void if, whether before or after a loss, the Policyholder or its subscribing organization(s) has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof or the interest of the insured therein, or in case of any fraud or false swearing by the Policyholder or its subscribing organization(s) relating thereto.

Addition of New Insureds: All eligible persons will be automatically insured under this Policy.

Examination Under Oath: It is a condition of the insurance that the insured and the Policyholder, as often as may be reasonably required by the Company, will submit, and within its power cause others to submit, to examinations under oath and will produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by the Company or its representative and will permit extracts and copies thereof to be made. No such examination under oath, examination of documents or any other act of the Company, its employees or representatives in connection with the investigation of any loss or claim will be deemed a waiver of any defense and such acts shall be deemed to have been made or done without prejudice to the Company's liability.

No Benefit to Others: This coverage will in no way inure directly or indirectly to the benefit of any insured, person or organization or other bailee.

Subrogation: It is a condition of this insurance that if the Company pays the insured for a loss, it will require the insured to assign and transfer any claim or right of action against any individual, firm or corporation for such loss to the Company or subrogate or hold in trust all such rights to the extent of the amount paid. The insured will agree to take action as requested by the Company to enforce such right. Upon payment by the Company to the insured, the insured agrees to direct enforcement of such rights as reasonably requested by the Company and to return to the Company any recovery to the extent payment of loss has been made by the Company.



New Balance
\$12,593.54

Minimum Payment Due
\$12,593.54

Account Number ending in **6690**
Enter Amount Enclosed Below



Payment Due Date
July 21, 2008

\$

Please make check payable to Discover Card.
Minimum payment due includes a past due
amount of \$2,611.00.

22 SDSN6A01 0004180
HEATHER SIDELINGER
969 SALADA RD
DU BOIS PA 15801-6461

Will your payment get to us on time? Pay
your bill online and your payment can be
made to your account on the same day. Visit
Discovercard.com/payments today.

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.

000001786458531651400125935400000001259354

Discover More Card Account Summary

		Closing Date: June 22, 2008	page 1 of 1
Account number ending in	6690	Previous Balance	\$12,593.54
Payment Due Date	July 21, 2008	Payments And Credits	- 0.00
Minimum Payment Due	\$12,593.54	Purchases	+ 0.00
Credit Limit	\$10,100.00	Cash Advances	+ 0.00
Credit Available	\$0.00	Balance Transfers	+ 0.00
Cash Credit Limit	\$0.00	Finance Charges	+ 0.00
Cash Credit Available	\$0.00	New Balance	= \$12,593.54

Cashback Bonus®

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

Cashback Bonus® Anniversary
Date: September 22

How Can We Help You? It's your choice - 3 ways to help

Please have your Discover Card available.
For TDD (assistance for hearing impaired) see reverse side

1. Visit **Discover.com** to pay your bill for no cost, view your latest Account information, earn and redeem rewards and more
2. Call 1-800-DISCOVER (347-2683) for fast, easy self-service options or to speak with a Customer Service Account Manager
3. Write us at Discover Card, PO Box 30943, Salt Lake City, UT 84130

Transactions

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

Information For You

While we are permitted under the Cardmember Agreement to increase the APRs on your Account because your payment was late, we have chosen not to do so at this time. We have terminated, however, any introductory or promotional rate on purchases and any special balance transfer rate, and applied the standard APR for purchases to your outstanding balance of purchases and balance transfers. However, we reserve the right to increase the APRs on your Account if you fail to pay the minimum payment due by the payment due date. See the Default Rate Plan section of the Cardmember Agreement for details.

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	0.07942%	28.99% F	28.99%	\$0	none
Cash Advances	\$0	0.07942%	28.99% F	28.99%	\$0	\$0
previous billing period: 22 days						
Purchases	\$0	0.07942%	28.99% F	28.99%	\$0	none

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

Exhibit B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1724-CD

DISCOVER BANK, Issuer of Discover Card
vs
HEATHER SIDELINGER

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 10/12/2008 HEARING: PAGE: 104660

DEFENDANT: HEATHER SIDELINGER
ADDRESS: 969 SALADA ROAD
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS

5
FILED
012:30 am
OCT 10 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 10/8/08 AT 10:40 AM PM SERVED THE WITHIN

COMPLAINT ON HEATHER SIDELINGER, DEFENDANT

BY HANDING TO Heather Sidelinger / Defendant

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

ADDRESS SERVED 969 SALADA ROAD DUBOIS, PA 15801

NOW AT AM / PM POSTED THE WITHIN

COMPLAINT FOR HEATHER SIDELINGER

AT (ADDRESS)

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

I MAKE RETURN OF NOT FOUND AS TO HEATHER SIDELINGER

REASON UNABLE TO LOCATE

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Mark A. Coudrier
Deputy Signature

MARK A. Coudrier
Print Deputy Name

IN THE COMMON PLEAS COURT OF THE STATE OF PENNSYLVANIA
IN AND FOR CLEARFIELD COUNTY

DISCOVER BANK

v.

Case Number: 2008-1724-CD

HEATHER SIDELINGER

FILED

OCT 17 2008

0/11:15/

William A. Shaw
Prothonotary/Clerk of Courts

5 1 cent to 610
Att

ANSWER OF DEFENDANT

Defendant Heather Sidelinger answers the Complaint of Discover Bank as follows:

1. The Defendant lacks sufficient information to either admit or deny the allegations of Paragraph 1 of the Complaint.
2. The Defendant lacks sufficient information to either admit or deny the allegations of Paragraph 2 of the Complaint.
3. The Defendant admits the allegations of Paragraph 3 of the Complaint.
4. The Defendant denies the allegations of Paragraph 4 of the Complaint. To the best of her recollection Defendant did not submit an application for this account. She received a credit card in the mail that was unsolicited. She demands proof of the alleged application.
5. The Defendant denies the allegations of Paragraph 5 of the Complaint. To the best of her recollection Defendant did not submit an application for this account. She received a credit card in the mail that was unsolicited. She demands proof of the alleged application.
6. The Defendant denies the allegations of Paragraph 6 of the Complaint. She does not remember receiving an Agreement with the card and certainly does not remember signing an Agreement. Defendant demands proof of the alleged Agreement and further demands proof of a signed Agreement.
7. The Defendant admits the allegations of Paragraph 7 of the Complaint.
8. The Defendant denies the allegations of Paragraph 8 of the Complaint. She demands a strict accounting of all charges and credits to the account since its inception. Plaintiff's Exhibit B does not amount to such an accounting.

9. The Defendant admits the allegations of Paragraph 9 of the Complaint.

10. The Defendant denies the allegations of Paragraph 10 of the Complaint. She disputes the balance due and demands a strict accounting of all charges and credits to the account since its inception.

11. The Defendant denies the allegations of Paragraph 11 of the Complaint. She respectfully requests that the relief requested by Plaintiff be denied.

Further answering:

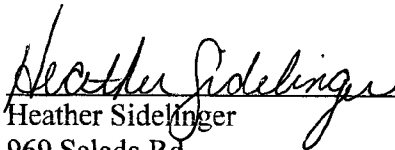
12. Since 2007 Defendant has been unable to pay the debt for the following reasons: Defendant encountered unexpected financial set-backs.

13. Defendant has repeatedly offered to restructure payments on the debt which Defendant can afford but the Plaintiff has failed or refused to accept such payments.

14. Defendant is willing to make payment arrangements with the Plaintiff.

VERIFICATION

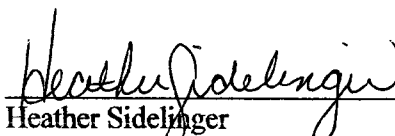
The Defendant verifies that the statements made herein are true and correct based upon his knowledge, information and belief. The statements are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.


Heather Sidelinger
969 Salada Rd.
Dubois, Pennsylvania 15801
814-591-9846

CERTIFICATE OF SERVICE

The Defendant(s) HEREBY CERTIFY that on this 18 day of October, 2008 a copy of the foregoing pleading was mailed, first-class, postage pre-paid to:

Stock & Grimes, LLP, Esquire
21 Yost Blvd., Ste. 301
Pittsburgh, Pennsylvania 15221
412-824-6944
Attorney for Plaintiff


Heather Sidelinger

the authors of the *Journal of Interpersonal Violence* and the *Journal of Family Violence* have been instrumental in providing a theoretical and empirical base for the field of domestic violence. The authors of the *Journal of Interpersonal Violence* have been instrumental in providing a theoretical and empirical base for the field of domestic violence. The authors of the *Journal of Family Violence* have been instrumental in providing a theoretical and empirical base for the field of domestic violence.

[illegible]
$$f_{\text{eff}} = \frac{1}{2} \left(\frac{1}{f_{\text{eff}}^{\text{L}} + \frac{1}{f_{\text{eff}}^{\text{R}}}} \right) \quad (1)$$

in the case of a single β function, the β function itself is not a function of β but of β^2 .

[illegible]

and the \mathcal{H}_2 norm of the closed-loop system is

* \mathcal{F}_k is the k -th order approximation of \mathcal{F} obtained by truncating the series expansion of \mathcal{F} at order k .

[illegible]

Journal of Management Studies, 19(6), 701-718.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

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Figure 1. The effect of the concentration of the *Agrobacterium* suspension on the transformation efficiency of *Agrobacterium* strains.

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion. The number of people aged 65 and over is expected to increase from 200 million to 400 million. The number of people aged 15 and over is expected to increase from 3.5 billion to 4.5 billion. The number of people aged 15 and over is expected to increase from 3.5 billion to 4.5 billion. The number of people aged 15 and over is expected to increase from 3.5 billion to 4.5 billion.

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THE UNIVERSITY OF CHICAGO PRESS

$$|G| = 2^m \cdot 3^n \cdot 5^k \cdot 7^l \cdot 11^p \cdot 13^q \cdot 17^r \cdot 19^s \cdot 23^t \cdot 29^u \cdot 31^v \cdot 37^w \cdot 41^x \cdot 43^y \cdot 47^z \cdot 53^a \cdot 59^b \cdot 61^c \cdot 67^d \cdot 71^e \cdot 73^f \cdot 79^g \cdot 83^h \cdot 89^i \cdot 97^j \cdot 101^k \cdot 103^l \cdot 107^m \cdot 109^n \cdot 113^o \cdot 127^p \cdot 131^q \cdot 137^r \cdot 139^s \cdot 149^t \cdot 151^u \cdot 157^v \cdot 163^w \cdot 167^x \cdot 173^y \cdot 179^z \cdot 181^a \cdot 191^b \cdot 193^c \cdot 197^d \cdot 199^e \cdot 211^f \cdot 223^g \cdot 227^h \cdot 229^i \cdot 233^j \cdot 239^k \cdot 241^l \cdot 251^m \cdot 257^n \cdot 263^o \cdot 269^p \cdot 271^q \cdot 277^r \cdot 281^s \cdot 283^t \cdot 293^u \cdot 307^v \cdot 311^w \cdot 313^x \cdot 317^y \cdot 331^z \cdot 337^a \cdot 347^b \cdot 353^c \cdot 359^d \cdot 367^e \cdot 373^f \cdot 379^g \cdot 383^h \cdot 389^i \cdot 397^j \cdot 401^k \cdot 409^l \cdot 419^m \cdot 421^n \cdot 431^o \cdot 433^p \cdot 439^q \cdot 443^r \cdot 449^s \cdot 457^t \cdot 461^u \cdot 463^v \cdot 467^w \cdot 479^x \cdot 487^y \cdot 491^z \cdot 499^a \cdot 503^b \cdot 509^c \cdot 521^d \cdot 523^e \cdot 541^f \cdot 547^g \cdot 557^h \cdot 563^i \cdot 569^j \cdot 571^k \cdot 577^l \cdot 587^m \cdot 593^n \cdot 599^o \cdot 601^p \cdot 607^q \cdot 613^r \cdot 617^s \cdot 619^t \cdot 631^u \cdot 641^v \cdot 643^w \cdot 647^x \cdot 653^y \cdot 659^z \cdot 661^a \cdot 673^b \cdot 677^c \cdot 683^d \cdot 689^e \cdot 691^f \cdot 697^g \cdot 701^h \cdot 709^i \cdot 713^j \cdot 727^k \cdot 733^l \cdot 739^m \cdot 743^n \cdot 751^o \cdot 757^p \cdot 761^q \cdot 769^r \cdot 773^s \cdot 787^t \cdot 793^u \cdot 797^v \cdot 809^w \cdot 811^x \cdot 823^y \cdot 827^z \cdot 829^a \cdot 833^b \cdot 839^c \cdot 847^d \cdot 853^e \cdot 857^f \cdot 859^g \cdot 863^h \cdot 877^i \cdot 881^j \cdot 883^k \cdot 887^l \cdot 893^m \cdot 897^n \cdot 901^o \cdot 907^p \cdot 911^q \cdot 913^r \cdot 919^s \cdot 929^t \cdot 937^u \cdot 941^v \cdot 943^w \cdot 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1189^x \cdot 1193^y \cdot 1197^z \cdot 1199^a \cdot 1201^b \cdot 1203^c \cdot 1207^d \cdot 1209^e \cdot 1211^f \cdot 1213^g \cdot 1217^h \cdot 1219^i \cdot 1221^j \cdot 1223^k \cdot 1227^l \cdot 1229^m \cdot 1231^n \cdot 1233^o \cdot 1237^p \cdot 1239^q \cdot 1241^r \cdot 1243^s \cdot 1247^t \cdot 1249^u \cdot 1251^v \cdot 1253^w \cdot 1257^x \cdot 1259^y \cdot 1261^z \cdot 1263^a \cdot 1267^b \cdot 1269^c \cdot 1271^d \cdot 1273^e \cdot 1277^f \cdot 1279^g \cdot 1281^h \cdot 1283^i \cdot 1287^j \cdot 1289^k \cdot 1291^l \cdot 1293^m \cdot 1297^n \cdot 1299^o \cdot 1301^p \cdot 1303^q \cdot 1307^r \cdot 1309^s \cdot 1311^t \cdot 1313^u \cdot 1317^v \cdot 1319^w \cdot 1321^x \cdot 1323^y \cdot 1327^z \cdot 1329^a \cdot 1331^b \cdot 1333^c \cdot 1337^d \cdot 1339^e \cdot 1341^f \cdot 1343^g \cdot 1347^h \cdot 1349^i \cdot 1351^j \cdot 1353^k \cdot 1357^l \cdot 1359^m \cdot 1361^n \cdot 1363^o \cdot 1367^p \cdot 1369^q \cdot 1371^r \cdot 1373^s \cdot 1377^t \cdot 1379^u \cdot 1381^v \cdot 1383^w \cdot 1387^x \cdot 1389^y \cdot 1391^z \cdot 1393^a \cdot 1397^b \cdot 1399^c \cdot 1401^d \cdot 1403^e \cdot 1407^f \cdot 1409^g \cdot 1411^h \cdot 1413^i \cdot 1417^j \cdot 1419^k \cdot 1421^l \cdot 1423^m \cdot 1427^n \cdot 1429^o \cdot 1431^p \cdot 1433^q \cdot 1437^r \cdot 1439^s \cdot 1441^t \cdot 1443^u \cdot 1447^v \cdot 1449^w \cdot 1451^x \cdot 1453^y \cdot 1457^z \cdot 1459^a \cdot 1461^b \cdot 1463^c \cdot 1467^d \cdot 1469^e \cdot 1471^f \cdot 1473^g \cdot 1477^h \cdot 1479^i \cdot 1481^j \cdot 1483^k \cdot 1487^l \cdot 1489^m \cdot 1491^n \cdot 1493^o \cdot 1497^p \cdot 1499^q \cdot 1501^r \cdot 1503^s \cdot 1507^t \cdot 1509^u \cdot 1511^v \cdot 1513^w \cdot 1517^x \cdot 1519^y \cdot 1521^z \cdot 1523^a \cdot 1527^b \cdot 1529^c \cdot 1531^d \cdot 1533^e \cdot 1537^f \cdot 1539^g \cdot 1541^h \cdot 1543^i \cdot 1547^j \cdot 1549^k \cdot 1551^l \cdot 1553^m \cdot 1557^n \cdot 1559^o \cdot 1561^p \cdot 1563^q \cdot 1567^r \cdot 1569^s \cdot 1571^t \cdot 1573^u \cdot 1577^v \cdot 1579^w \cdot 1581^x \cdot 1583^y \cdot 1587^z \cdot 1589^a \cdot 1591^b \cdot 1593^c \cdot 1597^d \cdot 1599^e \cdot 1601^f \cdot 1603^g \cdot 1607^h \cdot 1609^i \cdot 1611^j \cdot 1613^k \cdot 1617^l \cdot 1619^m \cdot 1621^n \cdot 1623^o \cdot 1627^p \cdot 1629^q \cdot 1631^r \cdot 1633^s \cdot 1637^t \cdot 1639^u \cdot 1641^v \cdot 1643^w \cdot 1647^x \cdot 1649^y \cdot 1651^z \cdot 1653^a \cdot 1657^b \cdot 1659^c \cdot 1661^d \cdot 1663^e \cdot 1667^f \cdot 1669^g \cdot 1671^h \cdot 1673^i \cdot 1677^j \cdot 1679^k \cdot 1681^l \cdot 1683^m \cdot 1687^n \cdot 1689^o \cdot 1691^p \cdot 1693^q \cdot 1697^r \cdot 1699^s \cdot 1701^t \cdot 1703^u \cdot 1707^v \cdot 1709^w \cdot 1711^x \cdot 1713^y \cdot 1717^z \cdot 1719^a \cdot 1721^b \cdot 1723^c \cdot 1727^d \cdot 1729^e \cdot 1731^f \cdot 1733^g \cdot 1737^h \cdot 1739^i \cdot 1741^j \cdot 1743^k \cdot 1747^l \cdot 1749^m \cdot 1751^n \cdot 1753^o \cdot 1757^p \cdot 1759^q \cdot 1761^r \cdot 1763^s \cdot 1767^t \cdot 1769$$

SECRET

[illegible]

130 OCT 1

714

the 1990s, the number of people in the United States who are 65 years of age or older is projected to increase from 20 million to 30 million, and the number of people 75 years of age or older is projected to increase from 10 million to 15 million (U.S. Census Bureau, 1997). The number of people 85 years of age or older is projected to increase from 2 million to 4 million (U.S. Census Bureau, 1997). The number of people 90 years of age or older is projected to increase from 500,000 to 1 million (U.S. Census Bureau, 1997). The number of people 95 years of age or older is projected to increase from 100,000 to 200,000 (U.S. Census Bureau, 1997). The number of people 100 years of age or older is projected to increase from 10,000 to 20,000 (U.S. Census Bureau, 1997).

William A Shaw
Prothonotary/Clerk of Courts

OCT 17 2008

FILED

to the extent that the model is able to capture the underlying structure of the data, it is more likely to be able to generalize to new data. This is why it is important to have a good understanding of the data and the problem at hand, and to choose a model that is appropriate for the data and the problem.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104660
NO: 08-1724-CD
SERVICES 1
COMPLAINT

PLAINTIFF: DISCOVER BANK, Issuer of Discover Card
vs.
DEFENDANT: HEATHER SIDELINGER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	RESSLER	17955	10.00
SHERIFF HAWKINS	RESSLER	17954	40.23

FILED
0/3:30pm
JAN 14 2009

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

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.

1724
No. 2008-~~1274~~-CD

HEATHER SIDELINGER
Defendant

CERTIFICATE OF SERVICE

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 Michael W. Darpino, Esq.
PA I.D. #90018
21 Yost Boulevard, Ste. 301
Pittsburgh, PA 15221-5283
(412) 824-6944

FILED no cc
m/12:54/SA
JUL 16 2009
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.

HEATHER SIDELINGER

Defendant.

NO. 2008-1274-CD ¹⁷²⁴

CERTIFICATE OF SERVICE

I certify that the following documents have been served upon the following individual in the manner set forth below:

1. Interrogatories and Requests for Admissions, consisting of eight (8) questions and subparts; and
2. Written notification that Plaintiff intends to introduce the documents attached to said Interrogatories and Requests for Admissions as Exhibits "A" through "C" into evidence at the arbitration hearing under Rule 1305 of the PA Rules of Civil Procedure.

United States First Class Mail, Postage Prepaid:

Ms. Heather Sidelinger
969 Salada Rd.
Dubois, PA 15801

By: Michael W. Dar
Michael W. Darpino, Esq.
PA I.D. # 90018
On behalf of
STOCK & GRIMES, LLP
21 Yost Blvd., Ste. 301
Pittsburgh, PA 15221
(412) 824-6944
Attorneys for Plaintiff

Dated: 7/14/09

IN THE COMMON PLEAS COURT OF THE STATE OF PENNSYLVANIA
IN AND FOR CLEARFIELD COUNTY

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

v.

Case Number: 2008-1724-CD

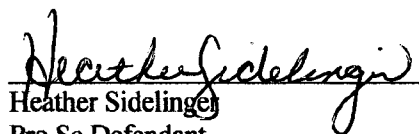
HEATHER SIDELINGER

ANSWER OF DEFENDANT

CERTIFICATE OF SERVICE OF RESPONSES TO PLAINTIFF'S
INTERROGATORIES AND REQUESTS FOR ADMISSIONS

This will certify that on this 13 day of Aug, 2009 I caused a copy of
Defendant's responses to Plaintiff's Interrogatories and Request for Admissions to be
served on Plaintiff by First Class U.S. Mailing Postage Prepaid to the following address:

Michael W. Darpino, Esq.
Stock & Grimes, LLP, Esquire
21 Yost Blvd., Ste. 301
Pittsburgh, Pennsylvania 15221
412-824-6944
Attorney for Plaintiff


Heather Sidelinger
Pro Se Defendant

FILED
01:05 PM
AUG 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

FILED

AUG 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN SENATE
JULY 20, 2009

REPORT OF THE
COMMISSIONER OF THE
DEPARTMENT OF REVENUE

IN SENATE

REPORT OF THE
COMMISSIONER OF THE
DEPARTMENT OF REVENUE

REPORT OF THE
COMMISSIONER OF THE
DEPARTMENT OF REVENUE

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COMMISSIONER OF THE
DEPARTMENT OF REVENUE

REPORT OF THE
COMMISSIONER OF THE
DEPARTMENT OF REVENUE

REPORT OF THE
COMMISSIONER OF THE
DEPARTMENT OF REVENUE

STOCK & GRIMES, LLP
BY: EDWARD STOCK, ESQUIRE
I.D. #13657
804 West Avenue
Jenkintown, PA 19046
(215) 576-1900

Attorney for Plaintiff

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

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

Plaintiff

NO. 2008-1724-CD

vs.

HEATHER SIDELINGER


Defendant

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance as co-counsel on behalf of
the plaintiff, Discover Bank, Issuer of Discover Card, by its
Agent Discover Financial Services, Inc. in regard to this matter.

DATE: 1/11/11



EDWARD STOCK, ESQUIRE
Attorney for Plaintiff

FILED 100
m112361
JAN 13 2011
William A. Shaw
Prothonotary/Clerk of Courts
Atty Stock
@

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

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

(Plaintiff)

c/o Stock & Grimes, LLP
804 West Avenue

(Street Address)

Jenkintown, PA 19046

(City, State ZIP)

CIVIL ACTION

No. 2008-1724-CD

Type of Case: Assumpsit

Civil Trial Listing -

Type of Pleading: Certificate of Readiness

VS.

HEATHER SIDELINGER

(Defendant)

969 Salada Road

(Street Address)

Dubois, PA 15801

(City, State ZIP)

Filed on Behalf of:

DISCOVER BANK

(Plaintiff/Defendant)

EDWARD STOCK, ESQUIRE

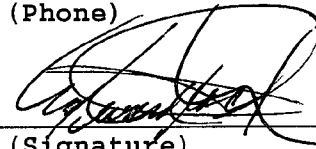
(Filed by)

804 West Avenue
Jenkintown, PA 19046

(Address)

215-576-1900

(Phone)



(Signature)

FILED

JAN 13 2011

icc

Att'y Stock

William A. Shaw
Prothonotary/Clerk of Courts

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

Civil Trial Listing/Certificate of Readiness

Plaintiff(s): DISCOVER BANK, ISSUER OF
DISCOVER CARD, BY ITS AGENT
DISCOVER FINANCIAL SERVICES, INC.

Case Number: 2008-1724-CD

Defendant(s): HEATHER SIDELINGER

To the Prothonotary:

Arbitration Limit: \$20,000.00

Type Trial Requested: _____ Jury _____ Non-Jury _____ X Arbitration


Estimated Trial Time: one half hour

Jury Demand Filed By: _____

Date Jury Demand Filed: _____

Please place the above-captioned case on the trial list. I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.


(Signature)


(Date)

For the Plaintiff: Edward Stock, Esquire 215-576-1900 Telephone Number

For the Defendant: Heather Sidelinger, pro se unknown Telephone Number

For Additional Defendant: _____ Telephone Number

Certification of Current Address for all parties or counsel of record:

Name: <u>Edward Stock, Esquire</u>	Address: <u>804 West Avenue</u>	City/State/Zip: <u>Jenkintown, PA 19046</u>
Name: <u>Heather Sidelinger</u>	Address: <u>969 Salada Road</u>	City/State/Zip: <u>Dubois, PA 15801</u>
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____

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.

HEATHER SIDELINGER

Defendant,

NO. 2008-1724-C.D.

ORDER

NOW, this 16th day of February, 2011, it is the ORDER of the Court
that the above-captioned matter is scheduled for Arbitration on **Thursday, March 10, 2011 at**
1:00 P.M. in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse,
Clearfield, PA. The following have been appointed as Arbitrators:

David P. King, Esquire, Chairman

John R. Ryan, Esquire

Robin J. Foor, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven
(7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court**
Administrator's Office and copies to opposing counsel and each member of the Board of
Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form
in enclosed as well as a copy of said Local Rule of Court.

FILED
01/19/2011
FEB 17 2011

William A. Shaw
Prothonotary/Clerk of Courts

BY THE COURT:

FREDRIC J. AMMERMAN
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DISCOVER BANK

vs.

HEATHER SIDELINGER

Docket # 2008-01724-CD

Plaintiff(s) Name & Address: DISCOVER BANK C/O DISCOVER PRODUCTS INC. 6500 NEW ALBANY RD NEW ALBANY, OH 43054

Defendant(s) Name(s) & Address(es): HEATHER SIDELINGER 969 SALADA RD DU BOIS, PA 158016461

Terre-Tenant(s) Name(s) & Address(es): _____

PRAECIPE FOR WRIT OF REVIVAL

TO THE PROTHONOTARY/CLERK OF SAID COURT:

Issue Writ of Revival of Judgment entered to No. 2008-01724-CD
and index it in the Judgment Index against
HEATHER SIDELINGER

Defendant(s) and

Terre-Tenant(s) in the amount of \$ 15,793.23 with interest from
05/02/11

Signature: _____

PrintName: Ralph Gulko

Attorneyfor: Pressler and Pressler, LLP

Telephone: 1-973-753-5100

Supreme Court ID No.: 32771

Date: _____

Prothonotary/Clerk, Civil Division

by: _____
Deputy

FILED

S MIBNT/2016

APR 25 2016

**20p lct l wrt - AH Gulko, Shrr*

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DISCOVER BANK

vs.

HEATHER SIDELINGER

2008-01724-CD

Docket # 2008-01724-CD

Plaintiff(s) Name & Address: DISCOVER BANK C/O DISCOVER PRODUCTS INC. 6500 NEW ALBANY RD NEW ALBANY, OH 43054

Defendant(s) Name(s) & Address(es): HEATHER SIDELINGER . 969 SALADA RD .DU BOIS, PA 158016461

Terre-Tenant(s) Name(s) & Address(es): _____

WRIT OF REVIVAL

TO: HEATHER SIDELINGER

DEFENDANT(S)

and _____

TERRE TENANT(S)

(1) You are notified that the plaintiff has commenced a proceeding to revive and continue the lien of the judgment entered to 2008-01724-CD

(2) The plaintiff claims that the amount due and unpaid is \$ 15,793.23 with interest from 05/02/11

(3) You are required within twenty (20) days after service of this writ to file an answer or otherwise plead to this writ. If you fail to do so, Judgment of Revival will be entered 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 PERSONS AT A REDUCED FEE OR NO FEE.

DANIEL J. NELSON, COURT ADMIN
230 EAST MARKET STREET
CLEARFIELD, PA 16830
814-765-2641

Date: 4/25/2016

Mark. Spole
Prothonotary/Clerk, Civil Division

by: _____

Deputy

SHERIFF'S OFFICE OF CLEARFIELD COUNTY

Wesley B Thurston
Sheriff



Gary A Knaresboro
Solicitor

Michael Churner
Chief Deputy

Cynthia Butler-Aughenbaugh
Office Manager

DISCOVER BANK
vs.
HEATHER SIDELINGER

Case Number
2008-01724-CD

SHERIFF'S RETURN OF SERVICE

05/04/2016 11:21 AM - DEPUTY GEORGE DEHAVEN, BEING DULY SWORN ACCORDING TO LAW, DEPOSES AND SAYS, THE WRIT OF REVIVAL (WOREV) WAS SERVED UPON HEATHER SIDELINGER AT 969 SALADA RD, DUBOIS, PA 15801 BY HANDING A TRUE AND ATTESTED COPY TO A CHARLES SIDELINGER HUSBAND, ADULT-IN-CHARGE OF RESIDENCE AT TIME OF SERVICE, AND MADE KNOWN THE CONTENTS THEREOF.

SHERIFF COST: \$48.52

SO ANSWERS,

May 05, 2016

WESLEY B THURSTON, SHERIFF

COSTS

DATE	CATEGORY	MEMO	CHK #	DEBIT	CREDIT
04/27/2016	Advance Fee	Advance Fee	1167199	\$0.00	\$200.00
04/27/2016	RDR			\$9.00	\$0.00
05/05/2016	Mileage			\$20.52	\$0.00
05/05/2016	Service			\$9.00	\$0.00
05/05/2016	Surcharge			\$10.00	\$0.00
05/05/2016	Refund			\$151.48	\$0.00
				\$200.00	\$200.00
BALANCE:				\$0.00	

FILED
2016 MAY 10 A 9:30
BRIAN K. SPENCER
PROTHONOTARY &
CLERK OF COURTS

PRESSLER and PRESSLER, LLP
Ralph Gulko , Esq.
ID# 32771
508 Prudential Rd. Suite 200-B
Horsham, PA 19044
1-215-576-1900

File # S276805
Attorney for Plaintiff

DISCOVER BANK

Plaintiff

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

VS.

No. 2008-01724-CD

HEATHER SIDELINGER
Defendant


PRAECIPE TO SATISFY JUDGMENT

TO THE PROTHONOTARY:

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

Date: _____

9/8/16



Ralph Gulko , Esq.

FILED

2016 SEP 12 P 12:44

BRIAN K. SPENCER
PROTHONOTARY &
CLERK OF COURTS

Atty. pd. 7.00

111 Atty Gulko

(COK)

FILED

2016 SEP 12 P 12:44

BRIAN K. SPENCER
PROTHONOTARY &
CLERK OF COURTS

CA

PRESSLER and PRESSLER, LLP
Ralph Gulko , Esq.
ID# 32771
508 Prudential Rd. Suite 200-B
Horsham, PA 19044
1-215-576-1900

File # S276805
Attorney for Plaintiff

DISCOVER BANK

Plaintiff

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

VS.

No. 2008-01724-CD

HEATHER SIDELINGER
Defendant

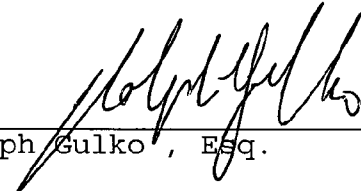
PRAECIPE TO SATISFY JUDGMENT

TO THE PROTHONOTARY:

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

Date: _____

9/8/16



Ralph Gulko , Esq.

FILED
2016 SEP 29 A 10:35
BRIAN K. SPENCER
PROTHONOTARY &
CLERK OF COURTS
ICC to Dct

Arbitration
3-10-11 @
1:00 PM

March 1, 2011

Office of the Court Administrator

Attn: Ms. Sharon Whipple

Re: Discover Bank, Issuer of Discover Card, by its agent, Discover

Financial Services, Inc vs. Heather Sidelinger

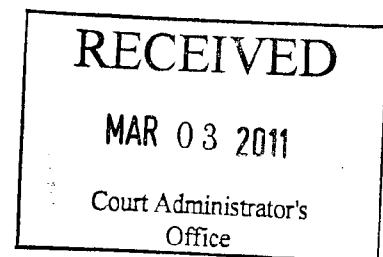
No. 2008-1724- C.D.

Dear Ms. Sharon Whipple,

Attached is the defendant's Pre Trial Statements in regard to this case, which would appreciate your filing. Attached are the copies for the arbitrators of this case. A copy will also be forwarded to the plaintiff of this case.

Sincerely,

Heather Sidelinger
Heather Sidelinger



Heather Sidelinger
Defendant

Court of Common Pleas
Clearfield County, PA

VS.

Civil Action-Law
No. 2008-1724-C.D.

Discover Bank, Issuer of Discover

Discover Card By its agent Discover

Financial Services Inc,

Plaintiff

Defendant's Pre Trial Statement

A. Statement of Case

Defendant acquired several credit cards during late teen age years, began having financial difficulty due to going to college and limited employment. Defendant began to work with a debt service (Debt XS) to get out of debt in 2008. Defendant has been working with Debt XS to pay off debt owed to credit cards companies. As said above credit card is a card that was turned into debt service to help eliminate debt owed to company by paying off card.

B. Applicable case or status

Defendant has been working with Debt Company to repay debt owed to above creditor.

C. Witnesses

Defendant will be witness for case information. Defendant can provide information proving the attempt to pay off creditors, by proof of debt support service.

D. Statement of Damages

No statements of damages.

Sincerely,


Heather Sidelinger

March 1, 2011

Office of the Court Administrator

Attn: Ms. Sharon Whipple

Re: Discover Bank, Issuer of Discover Card, by its agent, Discover

Financial Services, Inc vs. Heather Sidelinger

No. 2008-1724- C.D.

Dear Ms. Sharon Whipple,

Attached is the defendant's Pre Trial Statements in regard to this case, which would appreciate your filing. Attached are the copies for the arbitrators of this case. A copy will also be forwarded to the plaintiff of this case.

Sincerely,



Heather Sidelinger

RECEIVED

MAR 03 2011

Court Administrator's
Office

Heather Sidelinger
Defendant

Court of Common Pleas
Clearfield County, PA

VS.

Civil Action-Law
No. 2008-1724-C.D.

Discover Bank, Issuer of Discover

Discover Card By its agent Discover

Financial Services Inc,

Plaintiff

Defendant's Pre Trial Statement

A. Statement of Case

Defendant acquired several credit cards during late teen age years, began having financial difficulty due to going to college and limited employment. Defendant began to work with a debt service (Debt XS) to get out of debt in 2008. Defendant has been working with Debt XS to pay off debt owed to credit cards companies. As said above credit card is a card that was turned into debt service to help eliminate debt owed to company by paying off card.

B. Applicable case or status

Defendant has been working with Debt Company to repay debt owed to above creditor.


C. Witnesses

Defendant will be witness for case information. Defendant can provide information proving the attempt to pay off creditors, by proof of debt support service.

D. Statement of Damages

No statements of damages.

Sincerely,


Heather Sidelinger

March 1, 2011

Office of the Court Administrator

Attn: Ms. Sharon Whipple

Re: Discover Bank, Issuer of Discover Card, by its agent, Discover

Financial Services, Inc vs. Heather Sidelinger

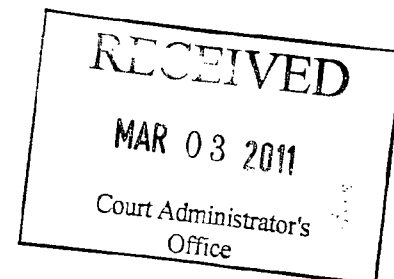
No. 2008-1724- C.D.

Dear Ms. Sharon Whipple,

Attached is the defendant's Pre Trial Statements in regard to this case, which would appreciate your filing. Attached are the copies for the arbitrators of this case. A copy will also be forwarded to the plaintiff of this case.

Sincerely,


Heather Sidelinger



Heather Sidelinger
Defendant

Court of Common Pleas
Clearfield County, PA

VS.

Civil Action-Law
No. 2008-1724-C.D.

Discover Bank, Issuer of Discover

Discover Card By its agent Discover

Financial Services Inc,

Plaintiff

Defendant's Pre Trial Statement

A. Statement of Case

Defendant acquired several credit cards during late teen age years, began having financial difficulty due to going to college and limited employment. Defendant began to work with a debt service (Debt XS) to get out of debt in 2008. Defendant has been working with Debt XS to pay off debt owed to credit cards companies. As said above credit card is a card that was turned into debt service to help eliminate debt owed to company by paying off card.

B. Applicable case or status

Defendant has been working with Debt Company to repay debt owed to above creditor.


C. Witnesses

Defendant will be witness for case information. Defendant can provide information proving the attempt to pay off creditors, by proof of debt support service.

D. Statement of Damages

No statements of damages.

Sincerely,


Heather Sidelinger

March 1, 2011

Office of the Court Administrator

Attn: Ms. Sharon Whipple

Re: Discover Bank, Issuer of Discover Card, by its agent, Discover

Financial Services, Inc vs. Heather Sidelinger

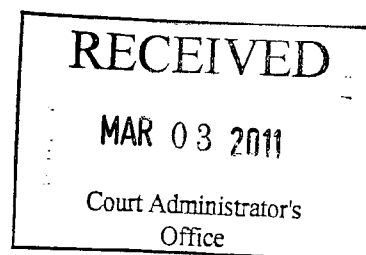
No. 2008-1724- C.D.

Dear Ms. Sharon Whipple,

Attached is the defendant's Pre Trial Statements in regard to this case, which would appreciate your filing. Attached are the copies for the arbitrators of this case. A copy will also be forwarded to the plaintiff of this case.

Sincerely,


Heather Sidelinger



Heather Sidelinger
Defendant

Court of Common Pleas
Clearfield County, PA

VS.

Civil Action-Law

Discover Bank, Issuer of Discover

No. 2008-1724-C.D.

Discover Card By its agent Discover

Financial Services Inc,

Plaintiff

Defendant's Pre Trial Statement

A. Statement of Case

Defendant acquired several credit cards during late teen age years, began having financial difficulty due to going to college and limited employment. Defendant began to work with a debt service (Debt XS) to get out of debt in 2008. Defendant has been working with Debt XS to pay off debt owed to credit cards companies. As said above credit card is a card that was turned into debt service to help eliminate debt owed to company by paying off card.

B. Applicable case or status

Defendant has been working with Debt Company to repay debt owed to above creditor.


C. Witnesses

Defendant will be witness for case information. Defendant can provide information proving the attempt to pay off creditors, by proof of debt support service.

D. Statement of Damages

No statements of damages.

Sincerely,


Heather Sidelinger

Arb. Mar 10 @ 9:00 AM

RECEIVED FEB 28 2011

Law Offices

Stock & Grimes, LLP

804 West Avenue

Jenkintown, Pennsylvania 19046

(215) 576-1900

Edward Stock

Francis N. Grimes*

*Also Admitted in N.J.

February 23, 2011

Office of the Court Administrator
Clearfield County Courthouse,
Suite 228
230 E. Market Street
Clearfield, PA 16830-2448

Attn: Ms. Sharon S. Whipple

Re: Discover Bank, Issuer of Discover Card,
by its Agent, Discover Financial Services, Inc.
vs. Heather Sidelinger
No. 2008-1724-C.D.

Dear Ms. Whipple:

I represent the plaintiff in regard to the above matter, an
Arbitration Hearing date having been scheduled for 9:00 a.m.,
Thursday, March 10, 2011.

Enclosed please find Plaintiff's Pre-Trial Statement in regard to
this case which I would appreciate your filing for me. By copy
of this letter, I am forwarding a copy of the Pre-Trial Statement
to the appointed arbitrators as well as the defendant in this
matter.

I would sincerely appreciate your time-stamping a copy of this
letter and returning it to me in the enclosed envelope evidencing
your receipt of the same.

Thank you for your courtesy.

Very truly yours,


EDWARD STOCK

ES:eag
Enclosures

cc: David P. King, Esquire
John R. Ryan, Esquire
Robin J. Foor, Esquire
Ms. Heather Sidelinger
(all with enclosure)

STOCK & GRIMES, LLP
BY: EDWARD STOCK, ESQUIRE
I.D. #13657
804 West Avenue
Jenkintown, PA 19046
(215) 576-1900

Attorney for Plaintiff

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

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

Plaintiff

NO. 2008-1724-C.D.

vs.

HEATHER SIDELINGER

Defendant

PLAINTIFF'S PRE-TRIAL STATEMENT

A. STATEMENT OF CASE

Plaintiff, Discover Bank, is a banking institution organized under the laws of the state of Delaware and governed by federal banking regulations and statutes as to how it conducts its banking business. The plaintiff is the issuer and owner of the Discover credit card; and, plaintiff issued a credit card to the defendant which was to be used by the defendant in making purchases from various merchants who were authorized to accept the credit card from the defendant in lieu of the defendant paying the merchants for any purchases. The credit card was issued together with a Cardmember Agreement governing the terms and conditions of the use of the credit card. The defendant in fact received and utilized the credit card and has failed to pay the plaintiff the balance in regard to the extension of credit agreement between the parties. Therefore, plaintiff has commenced this legal action to obtain a judgment against the defendant for the balance of the outstanding credit card account, as well as other damages as indicated below.

B. APPLICABLE CASE OR STATUTES

Plaintiff is in compliance with all federal banking and laws regarding the issuing of the credit card to the defendant. In essence, this case involves a simple matter of "breach of

STOCK & GRIMES, LLP
BY: EDWARD STOCK, ESQUIRE
I.D. #13657
804 West Avenue
Jenkintown, PA 19046
(215) 576-1900

Attorney for Plaintiff

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

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

Plaintiff

NO. 2008-1724-C.D.

vs.

HEATHER SIDELINGER

Defendant

PLAINTIFF'S PRE-TRIAL STATEMENT

A. STATEMENT OF CASE

Plaintiff, Discover Bank, is a banking institution organized under the laws of the state of Delaware and governed by federal banking regulations and statutes as to how it conducts its banking business. The plaintiff is the issuer and owner of the Discover credit card; and, plaintiff issued a credit card to the defendant which was to be used by the defendant in making purchases from various merchants who were authorized to accept the credit card from the defendant in lieu of the defendant paying the merchants for any purchases. The credit card was issued together with a Cardmember Agreement governing the terms and conditions of the use of the credit card. The defendant in fact received and utilized the credit card and has failed to pay the plaintiff the balance in regard to the extension of credit agreement between the parties. Therefore, plaintiff has commenced this legal action to obtain a judgment against the defendant for the balance of the outstanding credit card account, as well as other damages as indicated below.

B. APPLICABLE CASE OR STATUTES

Plaintiff is in compliance with all federal banking and laws regarding the issuing of the credit card to the defendant. In essence, this case involves a simple matter of "breach of

contract" on the part of the defendant who utilized the credit card and has failed to pay the outstanding balance of the account to the plaintiff, as well as other damages as indicated below.

C. LIST OF WITNESSES

Plaintiff will Notice the defendant to appear at the Arbitration Hearing; and, most probably, the plaintiff will call the defendant to testify, as on cross-examination, in regard to relevant facts concerning the use of the said credit card. Plaintiff will also invoke Pa. R.C.P. §1305 which governs the introduction of evidence at Arbitration Hearings. The evidence will be copies of monthly statements issued to the defendant by the plaintiff on a regular basis, as well as a copy of the Cardmember Agreement sent to the defendant together with the original physical credit card.

D. STATEMENT OF DAMAGES

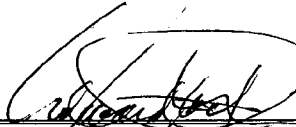
Plaintiff intends to introduce copies of monthly statements issued to the defendant in connection with the use of the credit card by the defendant. Plaintiff intends to also introduce the Cardmember Agreement governing the terms and conditions of the use of the credit card. Plaintiff will also offer a Certification as to damages involving attorney fees. Plaintiff's damages are as follows:

- 1) The amount of \$12,593.54 representing the principal debt balance due the plaintiff from the defendant in regard to the credit card account.
- 2) An attorney fee of \$3,148.39, a reasonable attorney fee as supported by the Certificate which will be presented to the panel, which attorney fee is the obligation of the defendant to pay to the plaintiff in accordance with the Cardmember Agreement.
- 3) Pre-judgment interest from June 22, 2008, the last statement date, through the date of the Arbitration Hearing, calculated at 6% simple interest in the total amount of \$2,014.46 as provided by law.

- 4) Plaintiff has incurred the sum of \$165.23 for court costs, which are also the responsibility of the defendant under the Cardmember Agreement. Therefore, the total claim of plaintiff's damages is in the amount of \$17,921.62.

Respectfully submitted,

DATE: 2/24/11



EDWARD STOCK, ESQUIRE
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Discover Bank issuer of
Discover Card, by its agent
Discover Financial Services, Inc.

vs.

Heather Sidelinger

No. 2008-01724-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 10th day of March, 2011, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

David P. King, Esq.

John R. Ryan, Esq.

Robin J. Foor, Esq.

[Signature]
Chairman
[Signature]
[Signature]

Sworn to and subscribed before me this
March 10, 2011

[Signature]
Prothonotary

FILED
03/10/2011
MAR 10 2011
William A. Shaw
Prothonotary/Clerk of Courts
3/10/11 Notice mailed to Atty Stock and to Def. and to Atty Ressler

AWARD OF ARBITRATORS

Now, this 10 day of March, 2011, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

for the Plaintiff in the amount of
\$15,608.00 + costs

[Signature]
Chairman
[Signature]
[Signature]

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 10th day of March, 2011, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

[Signature]
Prothonotary

By

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

COPY

Discover Bank issuer of
Discover Card, by its agent
Discover Financial Services, Inc.

:

Vs.

: No. 2008-01724-CD

:

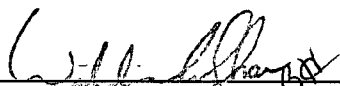
Heather Sidelinger

NOTICE OF AWARD

TO: Edward Stock, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 10, 2011, and have awarded:

For the Plaintiff in the amount of \$15,608.00 plus costs.



William A. Shaw, Prothonotary

March 10, 2011
Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on March 10, 2011, at 2:14 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$600.00.

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.

:

Vs.

: No. 2008-01724-CD

:

Heather Sidelinger

NOTICE OF AWARD

TO: Paul Ressler, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 10, 2011, and have awarded:

For the Plaintiff in the amount of \$15,608.00 plus costs.



William A. Shaw, Prothonotary

March 10, 2011
Date

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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.

:

Vs.

: No. 2008-01724-CD

:

Heather Sidelinger

NOTICE OF AWARD

TO: Heather Sidelinger

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 10, 2011, and have awarded:

For the Plaintiff in the amount of \$15,608.00 plus costs.



William A. Shaw, Prothonotary

March 10, 2011

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on March 10, 2011, at 2:14 p.m.

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STOCK & GRIMES, LLP
BY: EDWARD STOCK, ESQUIRE
I.D. #13657
804 West Avenue
Jenkintown, PA 19046
(215) 576-1900

Attorney for Plaintiff

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

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

Plaintiff

NO. 2008-01724-CD

vs.

HEATHER SIDELINGER

Defendant

PRAECIPE TO RECORD JUDGMENT ON AWARD OF ARBITRATORS

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the plaintiff,
Discover Bank, Issuer of Discover Card, by its Agent Discover
Financial Services, Inc., and against the defendant, Heather
Sidelinger, in the sum of \$15,608.00 in accordance with the Award
of Board of Arbitrators filed herein on March 10, 2011, a copy of
which is attached hereto.

DATE: 4/26/11


EDWARD STOCK, ESQUIRE
Attorney for Plaintiff

FILED

No CC

5 MAY 02 2011
Att'y pd \$20.00

William A. Shaw
Prothonotary/Clerk of Courts

Notice to Def.

STOCK & GRIMES, LLP
BY: EDWARD STOCK, ESQUIRE
I.D. #13657
804 West Avenue
Jenkintown, PA 19046
(215) 576-1900

Attorney for Plaintiff

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

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

Plaintiff

NO. 2008-01724-CD

vs.

HEATHER SIDELINGER

Defendant

PRAECIPE TO RECORD JUDGMENT ON AWARD OF ARBITRATORS

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the plaintiff,
Discover Bank, Issuer of Discover Card, by its Agent Discover
Financial Services, Inc., and against the defendant, Heather
Sidelinger, in the sum of \$15,608.00 in accordance with the Award
of Board of Arbitrators filed herein on March 10, 2011, a copy of
which is attached hereto.

DATE: 4/26/11

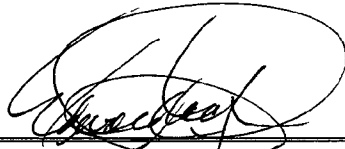
FILED

No CC

5 MAY 02 2011 Atty pd \$20.00

William A. Shaw
Prothonotary/Clerk of Courts

Notice to Def.


EDWARD STOCK, ESQUIRE
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.

Vs.

: No. 2008-01724-CD

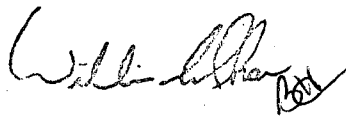
Heather Sidelinger

NOTICE OF AWARD

TO: Paul Ressler, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 10, 2011, and have awarded:

For the Plaintiff in the amount of \$15,608.00 plus costs.



William A. Shaw, Prothonotary

March 10, 2011

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on March 10, 2011, at 2:14 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$600.00.

NAME AND ADDRESS CERTIFICATION

I hereby request the Prothonotary to enter the within judgment against:

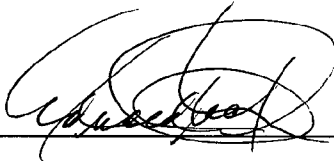
Heather Sidelinger
969 Salada Road
Debois, PA 15801

defendant(s) within named, the last named address of the defendant or defendants
being as shown above, and I hereby certify that the precise address of the
Judgment Creditor is:

Discover Bank
12 Reads Way
New Castle, DE 19720

Plaintiff

(Signature required for filing)

A handwritten signature in black ink, appearing to read "Heather Sidelinger", is written over a horizontal line.

STOCK & GRIMES, LLP
BY: EDWARD STOCK, ESQUIRE
I.D. #13657
804 West Avenue
Jenkintown, PA 19046
(215) 576-1900

Attorney for Plaintiff

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

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

Plaintiff

NO. 2008-01724-CD

vs.

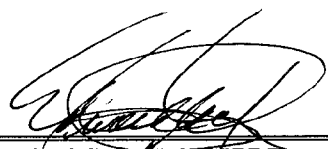
HEATHER SIDELINGER

Defendant

CERTIFICATION OF SERVICE

EDWARD STOCK, ESQUIRE, attorney for the Plaintiff herein, certifies to the Court that he mailed a true and correct copy of this Praecipe to Record Judgment on Award of Arbitrators on April 26, 2011 by first class mail, postage prepaid, by depositing the same with the United States Post Office, Jenkintown, Pennsylvania 19046, addressed to the address of the defendant, 969 Salada Road, Debois, PA 15801.

DATE: 4/26/11



EDWARD STOCK, ESQUIRE
Attorney for Plaintiff

COPY

NOTICE OF JUDGMENT

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.

Vs.

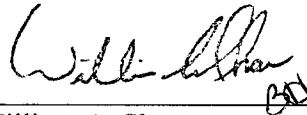
No. 2008-01724-CD

Heather Sidelinger

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$15,608.00 on May 2, 2011.

William A. Shaw
Prothonotary

A handwritten signature in cursive script, appearing to read 'William A. Shaw', is written over a horizontal line. To the right of the signature, there is a small, stylized mark that looks like 'BD'.

William A. Shaw