

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WISCONSIN**

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Mark E Johnson, Donna J. Anderson, and  
Jodi M. Eick, on behalf of themselves  
and all others similarly situated,

Plaintiffs,

v.

Discover Bank,

Defendant.

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**Court File No.: 17-cv-412**

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

**I.**

**INTRODUCTION**

1. This is an action for damages, declaratory and injunctive relief, brought by Mark E Johnson, Donna J. Anderson and Jodi M. Eick (hereinafter “Plaintiffs”) because of Defendant Discover Bank’s (hereinafter “Defendant Discover”) violations of Plaintiffs’ privacy rights and protections under the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681, et. seq.
2. Defendant Discover publicly filed highly confidential and statutorily protected consumer reports<sup>1</sup> of Plaintiffs and many other similarly situated consumers (collectively herein “Plaintiffs”) as part of debt recovery actions commenced in

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<sup>1</sup> As will be elaborated on below, a “credit score” is a “consumer report” See, 15 U.S.C §1681a(d)(1)(A) and 15 U.S.C §1681g(f)(2)(A). Consumer reports are statutorily protected by the FCRA from wrongful disclosure to third parties. For purposes of this Complaint, Plaintiffs will use the terms “credit report,” “consumer report” and “credit score” interchangeably. They all maintain the same level of protection under the FCRA.

Bankruptcy Courts nationwide. Plaintiffs seek relief under the federal Fair Credit Reporting Act (“FCRA”) as such “use” of Plaintiffs’ consumer reports is not permitted. Defendant Discover’s egregious practices run afoul of exactly what Congress intended to prevent with its enactment of the FCRA. The Act was passed to keep consumer credit reports strictly private and protected from unlawful disclosure to unauthorized parties. Defendant Discover violated these privacy provisions and should now be held accountable.

## **II.**

### **JURISDICTION**

3. Jurisdiction of this court arises under 28 U.S.C. § 1331 (Federal Question), 28 U.S.C. § 1337 (Commerce), and 15 U.S.C. § 1681(p) (“FCRA”).
4. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because the conduct at issue occurred in this District, the Plaintiffs’ reside in this District, and Defendants Discover conducts business in this District.

## **III.**

### **PARTIES**

5. Mark E. Johnson (“Plaintiff Johnson”) is an individual consumer currently residing in Polk County, Wisconsin. Plaintiff Johnson was and is a “person” as defined under 15 U.S.C. § 1681a(b), and is protected by and entitled to enforce the remedies of the FCRA.

6. Donna J. Anderson (“Plaintiff Anderson”) is an individual consumer currently residing in Pierce County, Wisconsin. Plaintiff Anderson was and is a “person” as defined under 15 U.S.C. § 1681a(b), and is protected by and entitled to enforce the remedies of the FCRA.
7. Jodi M. Eick (“Plaintiff Eick”) is an individual consumer currently residing in Buffalo, Wisconsin. Plaintiff Eick was and is a “person” as defined under 15 U.S.C. § 1681a(b), and is protected by and entitled to enforce the remedies of the FCRA.
8. Defendant Discover Bank is a Delaware state-chartered bank and leading credit card issuer and has its principal place of business in Delaware with a registered agent for service of Discover Bank, 100 West Market, Greenwood, DE 19950. Defendant Discover is a Bank engaged in business throughout the United States and also in the State of Wisconsin and lends money to and collects from Wisconsin and nationwide residents. Defendant Discover also from time to time as part of its business has on occasion to file Proofs of Claim in various federal Bankruptcy courts throughout the United States. Defendant Discover was and is a “person” as defined under 15 U.S.C. § 1681a(b), and is restricted by and subject to the remedies of the FCRA.

#### IV.

#### BACKGROUND INFORMATION

9. As a result of Defendant Discover's conduct Plaintiffs and the putative class have suffered an injury in fact, that the injury is traceable to the conduct of the Defendant Discover, and the harm is likely to be redressed by a favorable judicial decision.
10. As shown in the paragraphs that follow, the Plaintiffs and the putative class have suffered "an invasion of a legally protected interest" which is their privacy of private and financial information occasioned by the conduct of the Defendant Discover.
11. The paragraphs below show that the legally protected interest is concrete and particularized and "actual or imminent" and has affected the Plaintiffs and the putative class in a personal and individual way.
12. The United States Supreme Court has held in *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540, 2016 WL 2842447 (May 16, 2016), that for standing purposes, concrete injuries include intangible harms.
13. The Court in *Spokeo* further noted that:

*"Because the doctrine of standing derives from the case or controversy requirement, and because that requirement in turn is grounded in historical practice, it is instructive to consider whether an alleged intangible harm has a close relationship to a harm that has traditionally been regarded as providing a basis for a lawsuit in English or American Courts."*

*And,*

*“...that Congress may elevate to the status of legally cognizable injuries concrete, de facto injuries that were previously inadequate in law.”*  
(Emphasis Added).

14. One of the primary protections of the FCRA is the requirement that “users,” such as Defendant Discover, have a permissible purpose when they use a consumer report as demonstrated in 15. U.S.C. §§ 1681b(a) & 1681b(f).
15. That invasion of privacy is an example in the Restatement (Second) of Torts 652A (1977) of “harm that has traditionally been regarded as providing a basis for a lawsuit in English or American courts.”
16. The lead Senate sponsor, William Proxmire<sup>2</sup> stated that:

*The aim of the Fair Credit Reporting Act is to see that the credit reporting system serves the consumer as well as the industry. ...the consumer has a right to see that the information is kept confidential and it is used for the purposed for which it is collected; and he has the right to be free from unwarranted invasions of his personal privacy...*  
(Emphasis Added).

## V.

### FACTUAL ALLEGATIONS

17. As consumers managing their financial affairs, Plaintiffs Johnson, Anderson, and Eick, and others similarly situated, sought credit by the use of credit cards for personal financial needs from Defendant Discover.
18. Plaintiff Johnson had a Discover credit card account ending in 4839.
19. Plaintiff Anderson had a Discover credit card account ending in 9550.
20. Plaintiff Eick had a Discover credit card account ending in 9125

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<sup>2</sup> 115 Cong. Rec. 2413 (1969).

21. Plaintiffs were unable to repay the balance on their Defendant Discover credit card accounts.
22. Plaintiffs Johnson, Anderson and Eick ultimately filed for bankruptcy protection in the Federal Bankruptcy Court in Wisconsin and gave notice of such to Defendant Discover and various other creditors.
23. Plaintiff Johnson filed for Chapter 12 Bankruptcy on April 25, 2017, Court File Number 1-17-11448-cjf.
24. Plaintiff Anderson filed for Chapter 13 Bankruptcy on July 7, 2016, Court File Number 1-16-12350-cjf.
25. Plaintiff Eick filed for Chapter 13 Bankruptcy on March 31, 2017, Court File Number 1-17-11087-cjf.
26. The United States Bankruptcy Court provides a warning to creditors like Defendant Discover before filing certain forms or documents in the public record.
27. Specifically, the Bankruptcy Court issued the following warning on the Proof of Claim form advising that certain private personal information should be redacted before filing. (*See* attached Exhibit 1).
28. Defendant Discover, through its, Senior Bankruptcy Specialist, Ms. Amanda Dingus (hereinafter “Ms. Dingus”), filed a Proof of Claim on May 10, 2017, in Plaintiff Johnson’s bankruptcy proceedings which included his personal and private information, including his credit score. (*See* attached Exhibit 2 (redacted)).
29. Plaintiff Johnson’s credit score constitutes part of his credit history as shown in his

“consumer report” as that term is defined by 15 U.S.C. § 1681a(d)(1).

30. Defendant Discover’s illegal publication of Plaintiff Johnson’s credit score included in the documents it filed in his bankruptcy case, violated 15 U.S.C. §1681b.
31. Defendant Discover, through Ms. Dingus, filed a Proof of Claim on July 13, 2016, in Plaintiff Anderson’s bankruptcy proceedings, which included her personal private information, including her credit score. (*See* attached Exhibit 3 (redacted)).
32. Plaintiff Anderson’s credit score constitutes part of her credit history as shown in her “consumer report” as that term is defined by 15 U.S.C. § 1681a(d)(1).
33. Defendant Discover’s illegal publication of Plaintiff Anderson’s credit score included in the documents it filed in her bankruptcy case, violated 15 U.S.C. §1681b.
34. Defendant Discover, through its, Senior Bankruptcy Specialist, Ms. Melissa Wilson, filed a Proof of Claim on April 6, 2017, in Plaintiff Eick’s bankruptcy proceedings which included her personal and private information, including her credit score. (*See* attached Exhibit 4 (redacted)).
35. Plaintiff Eick’s credit score constitutes part of her credit history as shown in her “consumer report” as that term is defined by 15 U.S.C. § 1681a(d)(1).
36. Defendant Discover’s illegal publication of Plaintiff Eick’s credit score included in the documents it filed in her bankruptcy case, violated 15 U.S.C. §1681b.

37. While Defendant Discover at one time may have had a permissible purpose to obtain Plaintiffs' credit reports when processing Plaintiffs' credit applications, Defendant Discover did not have any of the permissible purposes listed in 15 U.S.C. §1681(b) to "use" the consumer reports when it publicly disclosed Plaintiffs' consumer report in the aforementioned public Bankruptcy filings.
38. The publication of consumer reports in public Bankruptcy court filings is a "use" which has nothing to do with any of the enumerated permissible purposes in the FCRA.
39. Defendant Discover had no permissible purpose for "using" Plaintiffs' consumer reports in its public filings, and therefore has violated the provisions of 15 U.S.C. §§ 1681b and 1681b(f).
40. As a business conducting its affairs within the United States generally, Defendant Discover is deemed to know what is lawful and what is unlawful under United States law. *See Barlow v. United States*, 8 L. Ed. 728 (1833)("ignorance of the law will not excuse any person, either civilly or criminally"); *Atkins v. Parker*, 472 U.S. 115, 130 (1985)("all citizens are presumptively charged with knowledge of the law").
41. By reason of the illegality and unlawfulness of its use and publication of consumer report information, Defendant Discover has harmed the Plaintiffs as described in 15 U.S.C. §§ 1681n.
42. As a result of the acts of use and publication above, Plaintiffs have suffered and are



entitled to recover damages pursuant to 15 U.S.C. §§ 1681n.

43. As of the filing of this Complaint, Defendant Discover has not taken any steps to rectify the violations they have caused Plaintiffs as set forth herein and such violations continue from day to day.

## VI.

### CLASS ALLEGATIONS

44. Defendant Discover unlawfully “used” the consumer report of Plaintiffs by attaching them to the Proofs of Claim publicly filed in Plaintiffs’ Bankruptcy cases.
45. Defendant Discover has on more than one hundred (100) occasions within the past two (2) years filed proof of claims against similar account holders in the Bankruptcy cases in Federal Bankruptcy Courts nationwide wherein it unlawfully “used” the consumer report, in violation of 15 U.S.C. §§ 1681b(f).
46. Plaintiffs bring this action individually and as a Class action. Pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, Plaintiffs seek to certify a Class consisting of the following individuals:

*All current and former customers of Defendant Discover nationwide that have had their consumer report/credit score published as an attachment to Proof of Claim filings in Bankruptcy courts within two (2) years of the date of the filing of this complaint.*

47. This class is so numerous that joinder of all members is impracticable. However, the precise number of each Class members is known only to the Defendant

Discover. Plaintiffs, upon information and belief, alleges that the Class consists of greater than one hundred (100) individuals.

48. While the number of class members is not known, Plaintiffs reasonably believe that, given the reach of Defendant Discover's services, the proposed class is sufficiently numerous and contains hundreds, if not thousands, of members and such members can be identified from Defendant Discover's records and those of the Federal Bankruptcy Courts.
49. There are questions of law and fact common to the Class that predominate any questions affecting only individual Class members. The questions include but are not limited to:
  - (a) Whether using Plaintiffs' consumer reports by publication in Bankruptcy court proof of claims violated the Fair Credit Reporting Act (15 U.S.C. § 1681a, et seq.); and
  - (b) Whether using the consumer report of Plaintiffs caused them harm?
50. Plaintiffs' claims are typical of the claims of the Class members, which all arise from the same operative facts and are based on the same legal theories, including:
  - (a) The recovery of statutory and punitive damages for Defendant Discover's violations of federal privacy laws.
51. Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs are committed to vigorously litigating this matter. Further, Plaintiffs have secured counsel experienced in handling consumer rights class actions. Neither Plaintiffs nor their counsel has any interests that might cause them not to vigorously pursue this case.

52. This action should be maintained as a Class action because the prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members which would establish incompatible standards of conduct for those opposing the Class.
53. A Class action is a superior method for the fair and efficient adjudication of controversy. The interest of Class members in individually controlling prosecution of separate claims against Defendant Discover is small. Management of the Class claims is likely to present significantly fewer difficulties than those presented in many individual claims. The identities of the Class members may be obtained using Defendant Discover's records.

## VII.

### CAUSES OF ACTION

#### COUNT I.

##### FAIR CREDIT REPORTING ACT - 15 U.S.C. § 1681 et seq.

54. Plaintiffs incorporate by reference all the foregoing paragraphs.
55. Defendant Discover willfully violated provisions of the Fair Credit Reporting Act. Defendant Discover's violations include, but are not limited to the following:

Defendant Discover violated 15 U.S.C. §§ 1681b and 1681b(f) by willfully using Plaintiffs' consumer report / credit score in the Bankruptcy filings.
56. As a result of the above and continuing violations of the FCRA, Defendant Discover is liable to the Plaintiffs in the sum of Plaintiffs' statutory damages,

punitive damages, costs, disbursements, and reasonable attorneys' fees, along with any appropriate injunctive relief.

**VIII.**

**TRIAL BY JURY**

57. Plaintiffs are entitled to and hereby demand a trial by jury. U.S. Const. amend. VII; Fed. R. Civ. P. 38.

**IX.**

**REQUEST FOR RELIEF**

**WHEREFORE**, Plaintiffs respectfully request that a Judgment be entered against Defendant Discover awarding them the following relief:

- (a) certifying this action as a class action;
- (b) ordering that Plaintiffs' counsel be named as class counsel;
- (c) awarding appropriate statutory and punitive damages for violating the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*;
- (d) awarding costs and reasonable attorney's fees and post judgment interest pursuant to 15 U.S.C. §1681 *et seq.*;
- (e) an order enjoining the Defendant Discover from further violations of the FCRA relative to the Defendant Discover's inclusion of consumer reports / credit scores in all such proof of claims filed in various federal Bankruptcy courts;
- (f) an Order instructing Defendant Discover to move to seal the offensive proof of claims for class members' Bankruptcy court files;
- (g) any other appropriate declaratory and or injunctive relief; and
- (h) such other and further relief as the Court deems just and equitable.

Dated this 26th day of May, 2017.

Respectfully submitted,

By: s/Thomas J. Lyons Jr.

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***ATTORNEYS FOR PLAINTIFFS***

# EXHIBIT 1

**Fill in this information to identify the case:**

Debtor 1 \_\_\_\_\_

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: \_\_\_\_\_ District of \_\_\_\_\_  
(State)

Case number \_\_\_\_\_

Official Form 410

**Proof of Claim**

04/16

Read the instruction before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1 Identify the Claim**

1. Who is the current creditor?	Discover Bank Name of the current creditor (the person or entity to be paid for this claim) _____  Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?  Discover Bank Discover Products Inc Name _____ PO Box 3025 Number _____ Street _____ New Albany OH 43054-3025 City State ZIP Code  Contact phone 800-347-5516 _____ Contact email mrdiscpc@discover.com _____	Where should payments to the creditor be sent? (if different)  Name _____ Number _____ Street _____ City State ZIP Code _____  Contact phone _____ Contact email _____  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on MM / DD / YYYY _____	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ \_\_\_\_\_ Does this amount include interest or other charges?  No  Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  
CREDIT CARD

9. Is all or part of the claim secured?  No  Yes. The claim is secured by a lien on property.  
**Nature of property:**  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate (when case was filed)** \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?  No

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Yes. Check all that apply:

- Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). \$ \_\_\_\_\_
- Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507 (a)(7). \$ \_\_\_\_\_
- Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507 (a)(4). \$ \_\_\_\_\_
- Taxes or penalties owed to governmental units. 11 U.S.C. § 507 (a)(8). \$ \_\_\_\_\_
- Contributions to an employee benefit plan. 11 U.S.C. § 507 (a)(5). \$ \_\_\_\_\_
- Other. Specify subsection of 11 U.S.C. § 507 (a)( ) that applies. \$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

If you file this claim electronically, FRBP 6005(a)(2) authorizes courts to establish local rules specifying what a signature is.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward that debt.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/12/2016  
MM / DD / YYYY

/s/ Amanda Dingus  
Signature

Print the name of the person who is completing and signing this claim:

Name Amanda Dingus  
First Name Middle Name Last Name

Title Sr Bankruptcy Specialist

Company Discover Bank / Discover Products Inc  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address PO Box 3025 New Albany, OH 43054-3025  
Number Street City State Zip Code

Contact Phone 800-347-5516 Email mrdiscpc@discover.com



# EXHIBIT 2

Original Creditor : Discover Bank Case 1:17-11448-cif Claim 2-1 Part 2 Filed 05/10/17 Desc Exhibit Summary  
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**Current Creditor : Discover Bank**

**ACCOUNT SUMMARY**

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MARK JOHNSON  
[REDACTED]  
DRESSER WI 54009-4430

CASE NUMBER: 1711448

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**ACCOUNT NUMBER:** 4839

BALANCE AS OF BANKRUPTCY FILED DATE : \$ 5269.12

ACCOUNT OPENED DATE : 03/01/2017

DATE ACCOUNT CHARGED TO PROFIT AND LOSS : NA

DATE OF LAST PAYMENT : 04/16/2017

DATE OF LAST TRANSACTION ON ACCOUNT:  
(CASH ADVANCE, BALANCE TRANSFER OR  
PURCHASE) 04/19/2017

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**COMPONENTS OF BALANCE**

PRINCIPLE AMOUNT : \$ 5269.12

INTEREST : \$ 0.00

FEES: \$ 0.00

TOTAL : \$ 5269.12



Discover it® Card

Account number ending in 4839  
Open Date: Mar 22, 2017 - Close Date: Apr 6, 2017  
Cardmember Since 2017

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**ACCOUNT SUMMARY**

Previous Balance		\$0.00
Payments and Credits	+	\$0.00
Purchases	+	\$288.00
Balance Transfers	+	\$0.00
Cash Advances	+	\$0.00
Fees Charged	+	\$0.00
Interest Charged	+	\$0.00
<b>New Balance</b>		<b>\$288.00</b>

See Interest Charge Calculation section following the Transactions section for detailed APR information

Credit Line	\$5,500
Credit Line Available	\$5,212
Cash Advance Credit Line	\$600
Cash Advance Credit Line Available	\$600

You may be able to avoid interest on Purchases. See reverse for details.

**PAYMENT INFORMATION**

**New Balance \$288.00**

Minimum Payment Due \$35.00  
Payment Due Date May 2, 2017

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	9 months	\$288

If you would like information about credit counseling services, call 1-800-347-1121.

**REWARDS**

Cashback Bonus®	Anniversary Month
Opening Balance	March \$ 0.00
New Cashback Bonus This Period	
Everywhere Else	+ \$ 2.88
Redeemed This Period	- \$ 0.00
<b>Cashback Bonus Balance</b>	<b>\$ 2.88</b>

To learn more, log in at [Discover.com](http://Discover.com)

Your FICO® Credit Score on 3/31/17

Track recent scores on the FICO page in this statement

**NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

Make Check payable to Discover. Do Not Send Cash.  
Please fold on the perforation below, detach and return with your payment.

**Payment Coupon**  
Please do not fold, clip or staple.

**Pay Online**  
Discover.com

**Pay by Phone**  
1-800-347-3085



MARK JOHNSON  
DRESSER WI 54009-4430



Account number ending in	4839
Minimum Payment Due	\$35.00
New Balance	\$288.00
Payment Due Date	May 2, 2017
Amount enclosed	\$ <input type="text"/>

PO BOX 6103  
CAROL STREAM IL 60197-6103

Phone and Internet payments must be received before midnight ET on your due date to be credited as of the same day.  
Address, e-mail or telephone changed? Note changes on reverse side.

000001986833809187081002880000280820003500

**Important Information**

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

**Lost or stolen cards.** Report immediately! Call 1-800-347-3085.

**What To Do If You Think You Find A Mistake On Your Statement:**

If you think there is an error on your statement, write to us at Discover, PO Box 30421, Salt Lake City, UT 84130-0421, or submit the form provided at <https://discover.com/billingerrornotice>. You must contact us within 60 days after the error appeared on your statement. You may call us, but if you do we are not required to investigate any potential errors, and you may have to pay the amount in question. The Billing Rights Notice further explains your rights. Please see your Cardmember Agreement or visit <https://discover.com/billingrights> for a copy of this Notice.

**Payments.** You may pay all or part of your Account balance at any time. However, you must pay at least the Minimum Payment Due by the Payment Due Date. Send only your allowable form of payment ("Payment") and the bottom portion of this statement in the envelope provided, after affixing postage. Payments sent without proper postage will be returned to the sender. If you pay by check, you authorize us to use information on your check to make an electronic fund transfer from your account at the financial institution indicated on your check or to process the payment as a check transaction. If a Payment is processed as an electronic fund transfer, the transfer will be for the amount of the check, funds may be withdrawn from your account as soon as the same day we receive your check, and you will not receive your check back.

**Please do not send cash.** Sending cash is not allowed. The processing of your allowable form of Payment may be delayed if you send cash or correspondence with your Payments, if you send the Payment to any other address, or if you use an envelope other than the one provided. Payments received at our processing facility by 5PM local time on any day will be credited to your Account as of that day. Payments received at our processing facility after 5PM local time will be credited to your Account as of the next day. If you have misplaced your envelope, send your Payment to Discover, PO Box 6103, Carol Stream, IL 60197-6103. Please allow 7-10 days for delivery. If your Payment is returned unpaid, we reserve the right to resubmit it as an electronic debit. Payments made online or by phone will be credited as of the day of receipt if made by Midnight ET on the Payment Due Date or 5PM ET on any other day.

You can also make a Payment or set up automatic payments by calling 1-800-347-3085. Automatic payments for the billing period shown on your statement will be deducted on the Payment Due Date shown on that statement, or the next automatic payment date referred to on your statement, unless you request a recurring payment date that occurs before your Payment Due Date. If your scheduled payment date falls on a weekend or bank holiday, your payment will be processed the business day prior to the weekend or bank holiday. In order to schedule monthly payments by telephone, you will need this statement and your bank account information. You will be asked to provide the last four (4) digits of the social security number of the primary borrower as your electronic signature. By providing those numbers, you will be agreeing to this authorization to allow us and your bank to deduct each payment you authorize, in the amount selected by you, from your bank account. You also authorize us to initiate debit or credit entries to your bank account, as applicable, to correct an error in the processing of such payment. You can cancel a scheduled payment by phone at 1-800-347-3085 or by mail at Discover, PO Box 30421, Salt Lake City, UT 84130-0421; payment cancellations must be received before 5 PM ET of the scheduled withdrawal date.

If your payments may vary in amount, we will tell you on each monthly billing statement when your payment will be made and how much it will be. You must ensure that sufficient funds are available in your bank account, and all transactions must comply with U.S. law.

You can set automatic payments for: (i) statement New Balance, (ii) statement Minimum Payment Due, (iii) statement Minimum Payment Due plus a fixed dollar amount, or (iv) other dollar amount. If your scheduled "Other dollar amount" payment is not enough to cover the Minimum Payment Due as listed on your monthly billing statement, your scheduled payment for that month will be increased to cover the Minimum Payment Due. If the scheduled payment is greater than the Minimum Payment Due, any excess will be applied in accordance with your Cardmember Agreement. If your scheduled payment is greater than the New Balance on your billing statement, that payment will be processed only for the amount of your New Balance. Your automatic payment amount may be less than the amount indicated on the billing statement based on credits or payments after the Close Date.

If you enroll by phone in our automatic payment service, please fill-in the following blanks below and retain the authorization for your records.

Amount:  Full Pay  Min Pay  Min Pay+ \$ \_\_\_\_\_;  
 Other Amount \$ \_\_\_\_\_; Bank Routing #: \_\_\_\_\_;  
 Bank Account #: \_\_\_\_\_;  
 Monthly on the  Payment Due Date  
 \_\_\_\_\_ Day of month (insert date)

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

**Paying Interest.** Your due date is at least 25 days after the close of each billing period (at least 23 days for billing periods that begin in February). We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers as of the later of the Transaction Date or the first day of the billing period in which the transaction posted to your Account.

**How We Calculate Interest Charges.** We Use the Daily Balance Method (including current transactions) to calculate the Balance Subject to Interest Rate. For more information, please call us at 1-800-347-3085.

**Balance Subject to Interest Rate.** Your statement shows a Balance Subject to Interest Rate. It shows this for each transaction category. The Balance Subject to Interest Rate is the average of the daily balances during the billing period.

**Credit Balances.** If your Account has a credit balance, the amount is shown on the front of your billing statement. A credit balance is money that is owed to you. You may make charges against this amount if your Account is open. We will send you a refund of any remaining balance of \$1.00 or more after 6 months, or as otherwise required by applicable law, or upon request made to the address in the Contact Us section on page 3 of your billing statement.

**Balance Transfers.** Balance Transfers are offered at our discretion and accrue interest at the standard purchase rate unless we tell you otherwise.

Discover may monitor and/or record telephone calls between you and Discover representatives for quality assurance purposes.

The Discover® card is issued by Discover Bank, Member FDIC. DIT23-25.1116

**CHANGE OF ADDRESS**

If correct on front, do not use. Please print clearly in blue or black ink, in the space provided.

Street Address	<input type="text"/>	Home Phone	<input type="text"/>
	<input type="text"/>	Work Phone	<input type="text"/>
City	<input type="text"/>	Email	<input type="text"/>
State, Zip	<input type="text"/>		

To make changes to your address, email or telephone number, visit [Discover.com](http://Discover.com)



Discover it® Card

Account number ending in 4839

Open Date: Mar 22, 2017 - Close Date: Apr 6, 2017

Page 3 of 6

## CONTACT US

<p><b>Web</b> Access your account securely at <a href="http://Discover.com">Discover.com</a></p>	<p><b>Mobile</b> Manage your account anytime, anywhere at <a href="http://m.Discover.com">m.Discover.com</a></p>	<p><b>Phone</b> 1-800-347-3085 TDD 1-800-347-7449</p>	<p><b>Inquiry</b> Discover PO Box 30943 Salt Lake City UT 84130</p>	<p><b>Mail Payments</b> Discover PO Box 6103 Carol Stream IL 60197-6103</p>
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## Transactions

	Trans. Date	Post Date			
Services	Apr 1	Apr 1	DGWANASTASIADATE 888-200-1282 NY	\$	96.00
	Apr 1	Apr 1	DGWANASTASIADATE 888-200-1282 NY		96.00
	Apr 2	Apr 2	DGWANASTASIADATE 888-200-1282 NY		96.00
<b>Fees</b>	<b>TOTAL FEES FOR THIS PERIOD</b>			\$	0.00
<b>Interest Charged</b>	<b>TOTAL INTEREST FOR THIS PERIOD</b>			\$	0.00

## 2017 Totals Year-to-Date

<b>TOTAL FEES CHARGED IN 2017</b>	\$	0.00
<b>TOTAL INTEREST CHARGED IN 2017</b>	\$	0.00

## Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Current Billing Period: 16 days

TYPE OF BALANCE	ANNUAL PERCENTAGE RATE (APR)	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	0.00%	\$0.00	\$0.00
Cash Advances	25.74% V	\$0.00	\$0.00

V=Variable Rate

## Information For You

For more information about how interest charges are calculated see your Cardmember Agreement or go to [www.discover.com/interestcharges](http://www.discover.com/interestcharges)

### FICO® Credit Score Terms

Your score and key factors use the FICO® Score 8 model. They are based on your TransUnion credit report and may be different from other credit scores. This information is intended for and only provided to Primary cardmembers who have an available score. See [Discover.com/FICO](http://Discover.com/FICO) about the availability of your score. Your score and key factors are available on Discover.com and your score is provided on statements. You will see up to a year of recent scores online starting when you become a cardmember. Discover and other lenders may use different inputs, such as a FICO® Credit Score, other credit scores and more information in credit decisions. This benefit may change or end in the future. FICO is a registered trademark of the Fair Isaac Corporation in the United States and other countries.

If you prefer not to receive your FICO® Credit Score just call us at 1-800-DISCOVER (1-800-347-2683). Please give us two billing cycles to process your request. To learn more, visit [Discover.com/FICO](http://Discover.com/FICO)

Discover Financial Services and Fair Isaac are not credit repair organizations as defined under federal or state law, including the Credit Repair Organizations Act. Discover Financial Services and Fair Isaac do not provide "credit repair" services or assistance regarding "rebuilding" or "improving" your credit record, credit history or credit rating.

### Availability of FICO® Credit Score

As an active cardmember, you may see your FICO® Credit Score on your monthly statement or online. Reasons why you may not see your FICO® Credit Score include: if you opt out; if you have key information that is mismatched or missing, as one example, an address change that has not been updated with Discover or TransUnion; if your credit history is too new; if your account status is abandoned, bankrupt, fraud, lost or stolen, closed, revoked, or charged off; if you have a foreign address. Your FICO® Score is disclosed on statements when your statement is available. You may not receive a statement if you have no account activity such as no purchase transactions, fees, interest, or payments for approximately 30 days.







Discover it® Card

Account number ending in 4839

Open Date: Mar 22, 2017 - Close Date: Apr 6, 2017

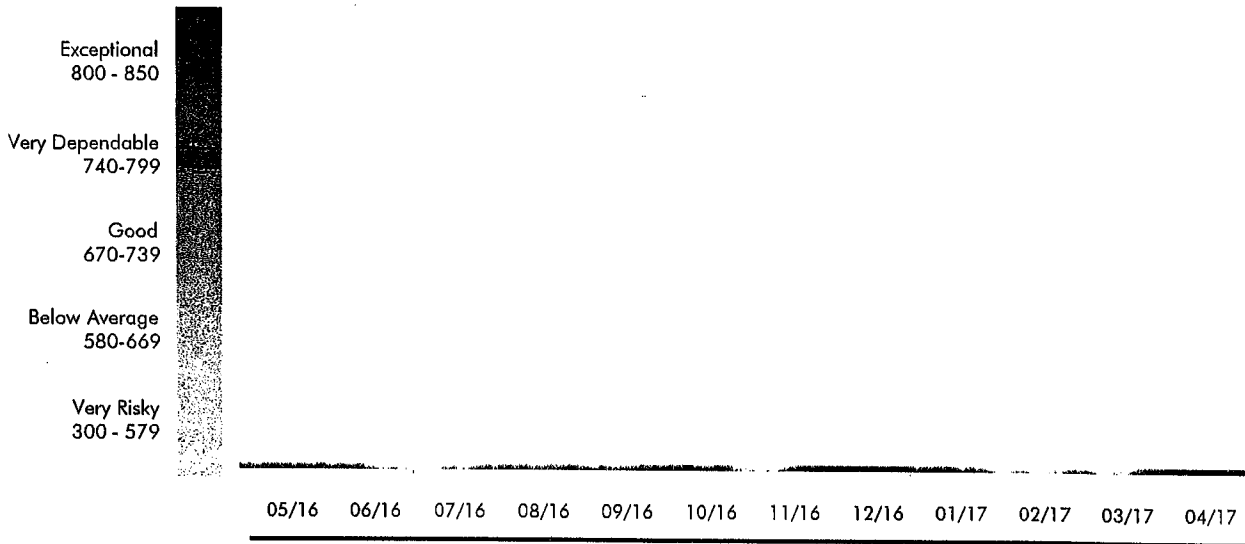
Cardmember Since 2017

Page 5 of 6

Mark, your FICO® Credit Score is [redacted] as of 03/31/2017

Good News! Your FICO® Credit Score indicates to lenders that you are a good borrower.

### Your FICO® Credit Score History

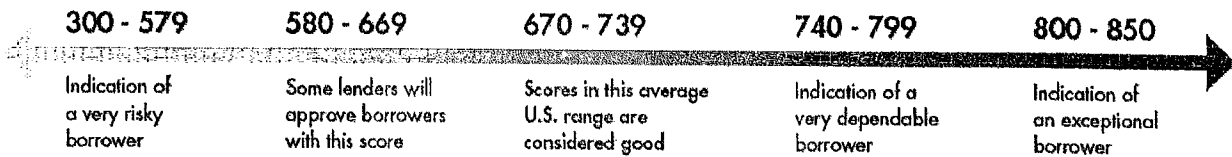


#### Important Information:

- We may not always receive a score for you each month so there may be months with no scores.
- For questions on the availability of your score go to the "Information For You" section of the document.
- As a new card member with less than 12 months of account history with Discover, your FICO® Credit Score history will start with the first month your account was opened.

**Log in to [Discover.com/FICO](http://Discover.com/FICO) to see key factors that help explain your scores**

#### What your FICO® Credit Score means to lenders



See FICO® Credit Score Terms on the 'Information For You' section of the statement.



# EXHIBIT 3

Original Creditor: Discover Bank Case 1:16-12350-cjf Claim 1 Part 2 Filed 07/13/16 Desc Exhibit Summary Page 1 of 9

Current Creditor : Discover Bank

ACCOUNT SUMMARY

DONNA J ANDERSON  
██████████  
PLUM CITY WI 54761-9002

CASE NUMBER: 1612350CJF

ACCOUNT NUMBER: 9550

BALANCE AS OF BANKRUPTCY FILED DATE : \$ 15058.31

ACCOUNT OPENED DATE : 07/01/1987

DATE ACCOUNT CHARGED TO PROFIT AND LOSS : NA

DATE OF LAST PAYMENT : 05/22/2016

DATE OF LAST TRANSACTION ON ACCOUNT:  
(CASH ADVANCE, BALANCE TRANSFER OR PURCHASE) 05/21/2016

COMPONENTS OF BALANCE

PRINCIPLE AMOUNT : \$ 14881.69

INTEREST : \$ 141.62

FEES: \$ 35.00

TOTAL : \$ 15058.31

Case 1:16-12350-cjf - Claim 1 Part 2 Filed 07/13/16 Desc Exhibit Summary Page 2 of 9



Discover® More® Card

Account number ending in 9550  
 Open Date: Jun 3, 2016 - Close Date: Jul 2, 2016  
 Cardmember Since 1987

Page 1 of 8

**ACCOUNT SUMMARY**

Previous Balance		\$14,965.66
Payments and Credits	+	\$0.00
Purchases	+	\$0.00
Balance Transfers	+	\$0.00
Cash Advances	+	\$0.00
Fees Charged	+	\$35.00
Interest Charged	+	\$57.65
<b>New Balance</b>		<b>\$15,058.31</b>

See Interest Charge Calculation section following the Transactions section for detailed APR information

Credit Line	\$16,500
Credit Line Available	\$1,441
Cash Advance Credit Line	\$7,800
Cash Advance Credit Line Available	\$1,441

You may be able to avoid interest on Purchases. See reverse for details.

**PAYMENT INFORMATION**

<b>New Balance</b>	<b>\$15,058.31</b>
Minimum Payment Due *	\$602.00
Payment Due Date	July 28, 2016
* Includes past due amount of:	\$300.00

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00 and your purchase and balance transfer APRs for new transactions may be increased up to the Penalty APR of 24.24% variable.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	40 years	\$58,022

If you would like information about credit counseling services, call 1-800-347-1121.

Your FICO® Credit Score on 6/26/16.

Track recent scores on your FICO® page in this statement.

**REWARDS**

<b>Cashback Bonus®</b>	Anniversary Month
Opening Balance	July \$ 8.99
New Cashback Bonus This Period	+ \$ 0.00
Redeemed This Period	- \$ 0.00
<b>Cashback Bonus Balance</b>	<b>\$ 8.99</b>

To learn more, log in at [Discover.com](http://Discover.com)

Make Check payable to Discover.  
 Please fold on the perforation below, detach and return with your payment.

**NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

<b>Payment Coupon</b> Please do not fold, clip or staple.	<b>Pay Online</b> Discover.com	<b>Pay by Phone</b> 1-800-347-2683
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Account number ending in	9550
Minimum Payment Due	\$602.00
New Balance	\$15,058.31
Payment Due Date	July 28, 2016
Amount enclosed	\$ <input type="text"/>

DONNA J ANDERSON  
 PLUM CITY WI 54761-9002



PO BOX 6103  
 CAROL STREAM IL 60197-6103

Phone and Internet payments must be received by 5PM ET to be credited as of the same day.  
 Address, e-mail or telephone changed? Note changes on reverse side.

000001986453549739826150583100375000060200

**Important Information**

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

**Lost or stolen cards.** Report immediately! Call 1-800-347-2683.

**What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at: Discover, PO Box 30421, Salt Lake City, UT 84130-0421. You must write to us within 60 days after the error appeared on your statement. You may call us, but if you do we are not required to investigate any potential errors, and you may have to pay the amount in question. The Billing Rights Notice further explains your rights. Please see your Cardmember Agreement or visit <https://discover.com/billingrights> for a copy of this notice.

**Payments.** You may pay all or part of your Account balance at any time. However, you must pay at least the Minimum Payment Due by the Payment Due Date. Send only your payment and the bottom portion of this statement in the envelope provided after affixing postage. Payments sent without proper postage will be returned to the sender. Do not send cash. If you pay by check, you authorize us to use information on your check to make an electronic fund transfer from your account at the financial institution indicated on your check or to process the payment as a check transaction. If a payment is processed as an electronic fund transfer, the transfer will be for the amount of the check. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

The processing of your payment may be delayed if you send cash, correspondence or other items with your payments, if you send the payment to any other address, or if you use an envelope other than the one provided. Payments received in proper form at our processing facility by 5PM local time on any day will be credited to your Account as of that day. Payments received at our processing facility after 5PM local time will be credited to your Account as of the next day. If you have misplaced your envelope, send your payment to Discover, PO Box 6103, Carol Stream, IL 60197-6103. Please allow 7-10 days for delivery. If your payment is returned unpaid, we reserve the right to resubmit it as an electronic debit. Payments made online or by phone will be credited as of the day of receipt if made by 5 PM Eastern time.

You can pay your monthly Minimum Payment Due, or a greater amount that does not exceed your current Account balance, over the telephone or you can setup automatic payments through a customer service representative by calling 1-800-347-2683. Automatic payments for the billing period shown on your statement will be deducted on the Payment Due Date shown on that statement, or the next automatic payment date referred to on your statement, unless you request a recurring payment date (e.g., the 15<sup>th</sup> day of the month) that occurs before your Payment Due Date or Close Date. If your scheduled payment date falls on a weekend or bank holiday, your payment will be processed the business day prior to the weekend or bank holiday. In order to schedule monthly payments by telephone, you will need this statement and your bank account information. You will be asked to provide the last four (4) digits of the social security number of the primary borrower. By providing those numbers as your electronic signature, you will be agreeing to this authorization to allow us and your bank to deduct each payment you authorize, in the amount selected by you, from your bank account. You also authorize us to initiate debit or credit entries to your bank account, as applicable, to correct an error in the processing of such payment. You can cancel a scheduled payment by phone at 1-800-347-2683 or by mail at Discover, PO Box 30421, Salt Lake City, UT 84130-0421; payment cancellations must be received before 5 PM ET of the scheduled withdrawal date. If your payments may vary in amount, we will tell you on each monthly billing statement when your payment will be made and how much it will be.

You must ensure that sufficient funds are available in your bank account, and all transactions must comply with U.S. law.

You can set automatic payments for: (i) statement New Balance, (ii) statement Minimum Payment Due, (iii) statement Minimum Payment Due plus a fixed dollar amount, or (iv) Other dollar amount. If your scheduled "Other dollar amount" payment is not enough to cover the Minimum Payment Due as listed on your monthly billing statement, your scheduled payment for that month will be increased to cover the Minimum Payment Due. If the scheduled payment is greater than the Minimum Payment Due, any excess will be applied in accordance with your Cardmember Agreement. If your scheduled payment is greater than the New Balance on your billing statement, that payment will be processed only for the amount of your New Balance. Your automatic payment amount may be less than the amount indicated on the billing statement based on credits or payments after the Close Date.

If you enroll by phone in our automatic payment service, please fill in the following blanks below and retain the authorization for your records.

Amount:  Full Pay  Min Pay  Min Pay+ \$ \_\_\_\_\_;  
 Other Amount \$ \_\_\_\_\_; Bank Routing #: \_\_\_\_\_;  
 Bank Account # \_\_\_\_\_;  
 Monthly on the  Payment Due Date  Close Date  
 \_\_\_\_\_ Day of month (insert date)

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

**Paying Interest.** Your due date is at least 25 days after the close of each billing period (at least 23 days for billing periods that begin in February). We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers as of the later of the Transaction Date or the first day of the billing period in which the transaction posted to your Account.

**How We Calculate Interest Charges.** We Use the Daily Balance Method (including current transactions) to calculate the Balance Subject to Interest Rate. For more information, please call us at 1-800-347-2683.

**Balance Subject to Interest Rate.** Your statement shows a Balance Subject to Interest Rate. It shows this for each transaction category. The Balance Subject to Interest Rate is the average of the daily balances during the billing period.

**Credit Balances.** If your Account has a credit balance, the amount is shown on the front of your billing statement. A credit balance is money that is owed to you. You may make charges against this amount if your Account is open. We will send you a refund of any remaining balance of \$1.00 or more after 6 months, or as otherwise required by applicable law, or upon request made to the address in the Contact Us section on page 3 of your billing statement.

**Balance Transfers.** Balance Transfers are offered at our discretion and accrue interest at the standard purchase rate unless we tell you otherwise.

Discover may monitor and/or record telephone calls between you and Discover representatives for quality assurance purposes.

The Discover® card is issued by Discover Bank, Member FDIC. TL23-25N.0716

**CHANGE OF ADDRESS**

If correct on front, do not use. Please print clearly in blue or black ink, in the space provided.

Street Address	<input type="text"/>	Home Phone	<input type="text"/>
	<input type="text"/>	Work Phone	<input type="text"/>
City	<input type="text"/>	Email	<input type="text"/>
State, Zip	<input type="text"/>		

To make changes to your address, email or telephone number, visit [Discover.com](http://Discover.com)



Discover® More® Card

Account number ending in 9550  
 Open Date: Jun 3, 2016 - Close Date: Jul 2, 2016  
 Page 3 of 8

**CONTACT US**

<b>Web</b> Access your account securely at Discover.com	<b>Mobile</b> Manage your account anytime, anywhere at m.Discover.com	<b>Phone</b> 1-800-DISCOVER (1-800-347-2683) TDD 1-800-347-7449	<b>Inquiry</b> Discover PO Box 30943 Salt Lake City UT 84130	<b>Mail Payments</b> Discover PO Box 6103 Carol Stream IL 60197-6103
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**Transactions**

	Trans. Date	Post Date			
<b>Fees</b>	Jun 28	Jun 28	LATE FEE	\$	35.00
			<b>TOTAL FEES FOR THIS PERIOD</b>		<b>35.00</b>
<b>Interest Charged</b>			INTEREST CHARGE ON PURCHASES	\$	57.65
			INTEREST CHARGE ON CASH ADVANCES		0.00
			INTEREST CHARGE ON BALANCE TRANSFERS		0.00
			<b>TOTAL INTEREST FOR THIS PERIOD</b>		<b>57.65</b>

**2016 Totals Year-to-Date**

<b>TOTAL FEES CHARGED IN 2016</b>	\$	<b>35.00</b>
<b>TOTAL INTEREST CHARGED IN 2016</b>	\$	<b>301.99</b>

**Interest Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.  
 Current Billing Period: 30 days

TYPE OF BALANCE	ANNUAL PERCENTAGE RATE (APR)	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	19.24% V	\$3,645.85	\$57.65
Cash Advances	24.24% V	\$0.00	\$0.00
Balance Transfers	0.00%	\$11,347.60	\$0.00

V=Variable Rate

**Information For You**

For more information about how interest charges are calculated see your Cardmember Agreement or go to [www.discover.com/interestcharges](http://www.discover.com/interestcharges)

**Balance Transfer Fee Reduction:**

Good news! We are excited to let you know about a fee reduction on your Discover® card account. If you take a Balance Transfer, the new maximum Fee has been lowered from 5% to 3% of the amount of each transfer. Beginning March 8, 2016, the following replaces the Balance Transfer Fees section of your Pricing Schedule: 3% of the amount of each transfer.

For more information about Balance Transfers or if you have any questions, call us at 1-800-767-7339 or visit Discover.com

## Information For You ... Continued

### FICO® Credit Score Terms

Your FICO® Credit Score and key factors are based on data from TransUnion and may be different from other credit scores. This information is intended for and only provided to Primary cardmembers who have an available score. See [Discover.com/FICO](http://Discover.com/FICO) about the availability of your score. Your score is provided on the statement for individual accounts and on Discover.com with key factors for individual and joint accounts. You will see up to a year of recent scores starting when you become a cardmember. Discover and other lenders may use different inputs, such as a FICO® Credit Score, other credit scores and more information in credit decisions. This benefit may change or end in the future. FICO is a registered trademark of the Fair Isaac Corporation in the United States and other countries.

If you prefer not to receive your FICO® Credit Score on your statement, just call us at 1-800-DISCOVER (1-800-347-2683). Please give us two billing cycles to process your request. To learn more, visit [Discover.com](http://Discover.com)

### Availability of FICO® Credit Score

As an active cardmember, you may see your FICO® Credit Score on your monthly statement or online. Reasons why you may not see your FICO® Credit Score include: if you have a joint account; if you opt out; if you have key information that is mismatched or missing, as one example, an address change that has not been updated with Discover or TransUnion; if your credit history is too new; if your account status is abandoned, bankrupt, fraud, lost or stolen, closed, revoked, or charged off; if you have a foreign address; or if you have no account activity such as no purchase transactions, fees, interest, or payments for approximately 30 days.

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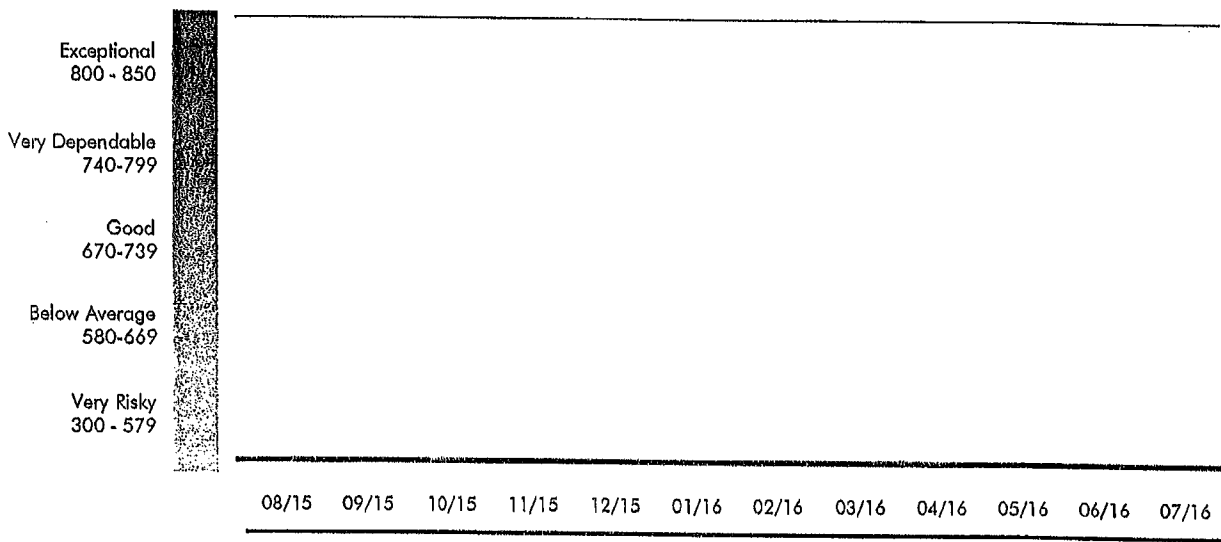
Discover® More® Card

Account number ending in 9550  
 Open Date: Jun 3, 2016 - Close Date: Jul 2, 2016  
 Cardmember Since 1987

Donna, your FICO® Credit Score is **740** as of 06/26/2016

Great News! Your FICO® Credit Score indicates to lenders that you are a very dependable borrower.

**Your FICO® Credit Score History**

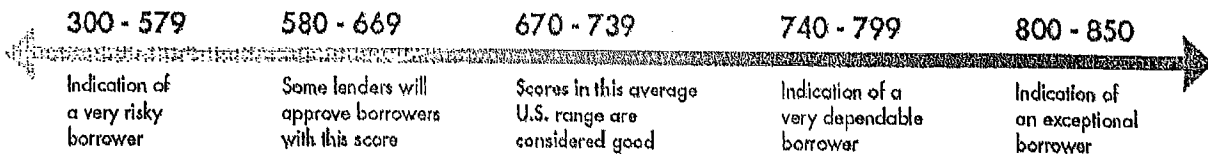


**Important Information:**

- We may not always receive a score for you each month so there may be months with no scores.
- For questions on the availability of your score go to the "Information For You" section of the document.

Log into [Discover.com/FICO](http://Discover.com/FICO) to see key factors impacting all your scores.

**What your FICO® Credit Score means to lenders**



See FICO® Credit Score Terms on the 'Information For You' section of the statement.

~~DONNA J ANDERSON~~ ~~1-16-12350~~ ~~Account number pending in 2550~~ ~~Filed 07/13/16~~ ~~Open Date Jun 3, 2016~~ ~~Close Date Jul 2, 2016~~ ~~Page 6 of 8~~  
~~Case 1:16-12350-CJ-Claim 1-Part 2~~ ~~Desc Exhibit Summary~~ ~~Page~~  
7 of 9



Discover® More® Card

Account number ending in 9550

Open Date: Jun 3, 2016 - Close Date: Jul 2, 2016

Page 7 of 8

**Discover Cash Checks. Cash when you need it.**

Interest and Fee Information	
APR for Cash Advances including Check Transactions	24.24%. This is the standard APR for cash advances. The standard APR for cash advances will vary with the market based on the Prime Rate.
Fee	Either \$10 or 5% of the amount of each transaction, whichever is greater.
Paying Interest	We will begin charging interest on cash advances, including this check, as of the later of the transaction date or the first day of the billing period in which the transaction posts to your account.

We may decline this check if your Account is not in good standing or has insufficient credit available at the time the check is presented for payment. Call 1-800-347-2683 or visit Discover.com to check credit availability. The use of the attached check will cause your Account to be charged for the amount of the check. Rates as of 06/30/2016. Minimum Interest Charge: \$0.50. See back for additional Important Information.

DONNA J ANDERSON

PLUM CITY WI 54761-9002  
Account ending in 9550

Void After: 01/31/2017  
6136

62-64  
311

PAY TO THE  
ORDER OF

DATE

\$

**\*\*VOID\*\*VOID\*\*VOID\*\*VOID\*\***

DOLLARS



DISCOVER BANK  
1-800-347-2683

MEMO

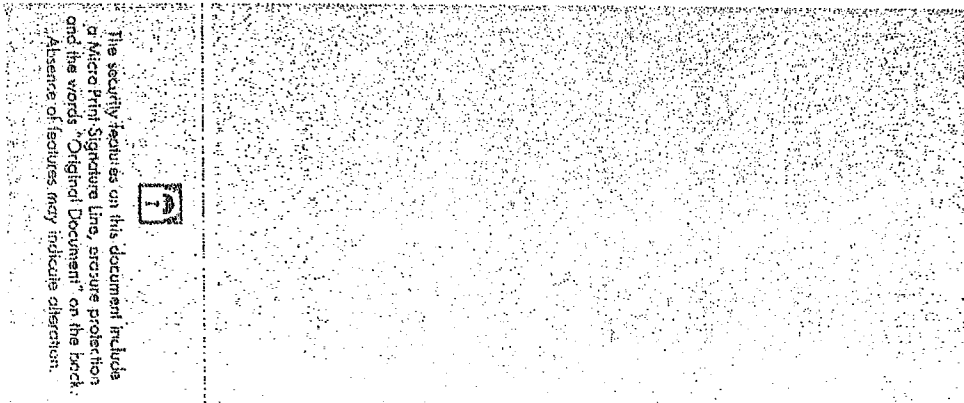
⑆03 1 100649⑆5204034541401⑆616136

**Important Information**

**What you need to know about cash advances:**

Your cash advance credit line is part of your total credit line. Other balances, such as purchases and balance transfers, may limit how much of your cash advance credit line is available. To be sure you can get the cash you want, please check your cash advance credit line before taking a cash advance. We will begin charging interest on cash advances as of the later of the transaction date or the first day of the billing period in which the transaction posts to your account. If your account is currently enrolled in a special program or is placed into one during the term of the offer, you will receive the benefit of the lower rate while the special program is in effect. This includes, if applicable, any lower rates as authorized under the Servicemembers Civil Relief Act. Each billing period, we will generally apply amounts you pay that exceed the Minimum Payment Due to balances with higher APRs before balances with lower APRs as of the date we credit your payment. Some ATMs may have additional fees and restrictions. You can find surcharge-free ATMs by visiting [Discover.com/cash-atm-locator](http://Discover.com/cash-atm-locator). Discover is not responsible for third-party delays in processing transactions. Cash advances do not earn rewards. If you need more information, you can find it in your Cardmember Agreement or call 1-800-DISCOVER (1-800-347-2683).

Your Discover card account must be in good standing and your checking account must be eligible under our security guidelines to receive deposits by phone or online. An account is generally eligible if you have made a payment from it to your Discover card account three times in the past 12 months (excluding payments in the last 30 days), no payments have been returned from it for non-sufficient funds, and it can accept an ACH transaction. Limit one phone deposit per day.



The security features on this document include a Micro Print Signature Line, secure protection and the words "Original Document" on the back. Absence of features may indicate alteration.



DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE.  
RESERVED FOR FINANCIAL INSTITUTION USE.

ENDORSE HERE

# EXHIBIT 4

Original Creditor : Discover Bank Case 1:17-11087-cif Claim 1-1 Part 2 Filed 04/06/17 Desc Exhibit Summary  
Page 1 of 7

Current Creditor : Discover Bank

**ACCOUNT SUMMARY**

JODI M EICK

NELSON WI 54756-8011

CASE NUMBER: 1711087CJF

**ACCOUNT NUMBER:** 9125

BALANCE AS OF BANKRUPTCY FILED DATE : \$ 2466.21

ACCOUNT OPENED DATE : 03/01/2006

DATE ACCOUNT CHARGED TO PROFIT AND LOSS : NA

DATE OF LAST PAYMENT : 03/22/2017

DATE OF LAST TRANSACTION ON ACCOUNT: 03/09/2017  
(CASH ADVANCE, BALANCE TRANSFER OR PURCHASE)

**COMPONENTS OF BALANCE**

PRINCIPLE AMOUNT : \$ 2401.93

INTEREST : \$ 64.50

FEES: \$ 0.00

TOTAL : \$ 2466.43



Discover® More® Card

Account number ending in 9125

Open Date: Feb 25, 2017 - Close Date: Mar 24, 2017

Cardmember Since 2006

Page 1 of 6

ACCOUNT SUMMARY

Previous Balance		\$1,996.71
Payments and Credits	-	\$52.00
Purchases	+	\$400.00
Balance Transfers	+	\$0.00
Cash Advances	+	\$0.00
Fees Charged	+	\$37.00
Interest Charged	+	\$32.50
<b>New Balance</b>		<b>\$2,414.21</b>

See Interest Charge Calculation section following the Transactions section for detailed APR information

Credit Line	\$2,400
Credit Line Available	\$0
Cash Advance Credit Line	\$1,300
Cash Advance Credit Line Available	\$0

You may be able to avoid interest on Purchases. See reverse for details.

PAYMENT INFORMATION

**New Balance** **\$2,414.21**


Minimum Payment Due **\$53.00**  
 Payment Due Date **April 19, 2017**

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00 and your purchase and balance transfer APRs for new transactions may be increased up to the Penalty APR of 28.49% variable.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	9 years	\$5,007
\$89	3 years	\$3,203 (Savings= \$1,804)

If you would like information about credit counseling services, call 1-800-347-1121.



Your FICO® Credit Score on 3/18/17

Track recent FICO® Scores on our mobile app or online

You are overlimit by \$14.21. Paying more than the Minimum Payment Due will reduce your overlimit amount.

Thank you for your continued enrollment in DirectPay automatic payments. Your next automatic payment of \$53.00 will be on April 19, 2017. See "Information For You" section for additional details.

REWARDS

Cashback Bonus®	Anniversary Month
Opening Balance	March \$ 0.00
New Cashback Bonus This Period	
Everywhere Else	+ \$ 1.00
Redeemed This Period	- \$ 0.00
<b>Cashback Bonus Balance</b>	<b>\$ 1.00</b>

To learn more, log in at [Discover.com](http://Discover.com)

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Make Check payable to Discover. Do Not Send Cash. Please fold on the perforation below, detach and return with your payment.

**Payment Coupon** Please do not fold, clip or staple.

 **Pay Online** Discover.com

 **Pay by Phone** 1-800-347-2683

Account number ending in	9125
Minimum Payment Due	\$53.00
New Balance	\$2,414.21
Payment Due Date	April 19, 2017
Amount enclosed	\$ <input type="text"/>



JODI M EICK  
 [Redacted]  
 NELSON WI 54756-8011



PO BOX 6103  
 CAROL STREAM IL 60197-6103



Phone and Internet payments must be received by 5PM ET to be credited as of the same day. Address, e-mail or telephone changed? Note changes on reverse side.

000001986453884671485024142100037000005300

**Important Information**

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

**Lost or stolen cards.** Report immediately! Call 1-800-347-2683.

**What To Do If You Think You Find A Mistake On Your Statement:**

If you think there is an error on your statement, write to us at Discover, PO Box 30421, Salt Lake City, UT 84130-0421, or submit the form provided at <https://discover.com/billingerrornotice>. You must contact us within 60 days after the error appeared on your statement. You may call us, but if you do we are not required to investigate any potential errors, and you may have to pay the amount in question. The Billing Rights Notice further explains your rights. Please see your Cardmember Agreement or visit <https://discover.com/billingrights> for a copy of this Notice.

**Payments.** You may pay all or part of your Account balance at any time. However, you must pay at least the Minimum Payment Due by the Payment Due Date. Send only your allowable form of payment ("Payment") and the bottom portion of this statement in the envelope provided, after affixing postage. Payments sent without proper postage will be returned to the sender. If you pay by check, you authorize us to use information on your check to make an electronic fund transfer from your account at the financial institution indicated on your check or to process the payment as a check transaction. If a Payment is processed as an electronic fund transfer, the transfer will be for the amount of the check, funds may be withdrawn from your account as soon as the same day we receive your check, and you will not receive your check back.

**Please do not send cash.** Sending cash is not allowed. The processing of your allowable form of Payment may be delayed if you send cash or correspondence with your Payments, if you send the Payment to any other address, or if you use an envelope other than the one provided. Payments received at our processing facility by 5PM local time on any day will be credited to your Account as of that day. Payments received at our processing facility after 5PM local time will be credited to your Account as of the next day. If you have misplaced your envelope, send your Payment to Discover, PO Box 6103, Carol Stream, IL 60197-6103. Please allow 7-10 days for delivery. If your Payment is returned unpaid, we reserve the right to resubmit it as an electronic debit. Payments made online or by phone will be credited as of the day of receipt if made by 5PM ET.

You can also make a Payment or set up automatic payments by calling 1-800-347-2683. Automatic payments for the billing period shown on your statement will be deducted on the Payment Due Date shown on that statement, or the next automatic payment date referred to on your statement, unless you request a recurring payment date that occurs before your Payment Due Date. If your scheduled payment date falls on a weekend or bank holiday, your payment will be processed the business day prior to the weekend or bank holiday. In order to schedule monthly payments by telephone, you will need this statement and your bank account information. You will be asked to provide the last four (4) digits of the social security number of the primary borrower as your electronic signature. By providing those numbers, you will be agreeing to this authorization to allow us and your bank to deduct each payment you authorize, in the amount selected by you, from your bank account. You also authorize us to initiate debit or credit entries to your bank account, as applicable, to correct an error in the processing of such payment. You can cancel a scheduled payment by phone at 1-800-347-2683 or by mail at Discover, PO Box 30421, Salt Lake City, UT 84130-0421; payment cancellations must be received before 5 PM ET of the scheduled withdrawal date.

If your payments may vary in amount, we will tell you on each monthly billing statement when your payment will be made and how much it will be. You must ensure that sufficient funds are available in your bank account, and all transactions must comply with U.S. law.

You can set automatic payments for: (i) statement New Balance, (ii) statement Minimum Payment Due, (iii) statement Minimum Payment Due plus a fixed dollar amount, or (iv) other dollar amount. If your scheduled "Other dollar amount" payment is not enough to cover the Minimum Payment Due as listed on your monthly billing statement, your scheduled payment for that month will be increased to cover the Minimum Payment Due. If the scheduled payment is greater than the Minimum Payment Due, any excess will be applied in accordance with your Cardmember Agreement. If your scheduled payment is greater than the New Balance on your billing statement, that payment will be processed only for the amount of your New Balance. Your automatic payment amount may be less than the amount indicated on the billing statement based on credits or payments after the Close Date.

If you enroll by phone in our automatic payment service, please fill-in the following blanks below and retain the authorization for your records.

Amount:  Full Pay \_\_\_\_\_  Min Pay \_\_\_\_\_  Min Pay+ \$ \_\_\_\_\_;  
 Other Amount \$ \_\_\_\_\_; Bank Routing #: \_\_\_\_\_;  
 Bank Account # \_\_\_\_\_;  
 Monthly on the  Payment Due Date  
 \_\_\_\_\_ Day of month (insert date)

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

**Paying Interest.** Your due date is at least 25 days after the close of each billing period (at least 23 days for billing periods that begin in February). We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers as of the later of the Transaction Date or the first day of the billing period in which the transaction posted to your Account.

**How We Calculate Interest Charges.** We Use the Daily Balance Method (including current transactions) to calculate the Balance Subject to Interest Rate. For more information, please call us at 1-800-347-2683.

**Balance Subject to Interest Rate.** Your statement shows a Balance Subject to Interest Rate. It shows this for each transaction category. The Balance Subject to Interest Rate is the average of the daily balances during the billing period.

**Credit Balances.** If your Account has a credit balance, the amount is shown on the front of your billing statement. A credit balance is money that is owed to you. You may make charges against this amount if your Account is open. We will send you a refund of any remaining balance of \$1.00 or more after 6 months, or as otherwise required by applicable law, or upon request made to the address in the Contact Us section on page 3 of your billing statement.

**Balance Transfers.** Balance Transfers are offered at our discretion and accrue interest at the standard purchase rate unless we tell you otherwise.

Discover may monitor and/or record telephone calls between you and Discover representatives for quality assurance purposes.

The Discover® card is issued by Discover Bank, Member FDIC. TL23-25N.1116

**CHANGE OF ADDRESS**

If correct on front, do not use. Please print clearly in blue or black ink, in the space provided.

Street Address

Home Phone

Work Phone

City

Email

State, Zip

To make changes to your address, email or telephone number, visit [Discover.com](http://Discover.com)





Discover® More® Card

Account number ending in 9125  
 Open Date: Feb 25, 2017 - Close Date: Mar 24, 2017  
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**CONTACT US**

<p><b>Web</b> Access your account securely at Discover.com</p>	<p><b>Mobile</b> Manage your account anytime, anywhere at m.Discover.com</p>	<p><b>Phone</b> 1-800-DISCOVER (1-800-347-2683) TDD 1-800-347-7449</p>	<p><b>Inquiry</b> Discover PO Box 30943 Salt Lake City UT 84130</p>	<p><b>Mail Payments</b> Discover PO Box 6103 Carol Stream IL 60197-6103</p>
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**Transactions**

	Trans. Date	Post Date			
Payments and Credits	Mar 19	Mar 19	DIRECTPAY MINIMUM PAYMENT	\$	-52.00
			SEE DETAILS OF YOUR NEXT DIRECTPAY BELOW		
	Mar 22	Mar 19	ACH PAYMENT ADJUSTMENT		52.00
	Mar 22	Mar 19	DPP PAYMENT REPRESENTMENT - THANK YOU		-52.00
Services	Mar 9	Mar 9	RIVERLAND ENERGY COOPERA 6083233381 WI	\$	400.00
Fees	Mar 22	Mar 22	RETURNED CHECK CHARGE	\$	37.00
			<b>TOTAL FEES FOR THIS PERIOD</b>		<b>37.00</b>
Interest Charged			INTEREST CHARGE ON PURCHASES	\$	32.50
			INTEREST CHARGE ON CASH ADVANCES		0.00
			INTEREST CHARGE ON BALANCE TRANSFERS		0.00
			<b>TOTAL INTEREST FOR THIS PERIOD</b>		<b>32.50</b>

**2017 Totals Year-to-Date**

<b>TOTAL FEES CHARGED IN 2017</b>	\$	<b>37.00</b>
<b>TOTAL INTEREST CHARGED IN 2017</b>	\$	<b>98.02</b>

**Interest Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.  
 Current Billing Period: 28 days

TYPE OF BALANCE	ANNUAL PERCENTAGE RATE (APR)	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases			
01/13/2017 and after	23.49% V	\$229.68	\$4.14
08/16/2010 to 01/12/2017	18.49% V	\$1,999.26	\$28.36
Cash Advances	24.49% V	\$0.00	\$0.00

V=Variable Rate

**Information For You**

**Your Billing Rights:**  
**Keep This Document For Future Use**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

**What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at:

Discover  
 PO Box 30421  
 Salt Lake City, UT 84130-0421.

You may also contact us on the Web: <https://discover.com/billingerrornotice>

In your letter or on the Web, please give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.

## Information For You ... Continued

· **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

### You must contact us:

- Within 60 days after the error appeared on your statement.
- By 5:00 P.M. ET on the date an automated payment is scheduled, if you want to stop payment on the amount you think is wrong. You must notify us of any potential errors in writing or electronically. You may call us, but if you do we are not necessarily required to investigate any potential errors and you may have to pay the amount in question.

### What Will Happen After We Receive Your Letter or Web Submission

#### When we receive your written or electronic notice, we must do two things:

1. Within 30 days of receiving your notice, we must tell you that we received it. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your notice, we must either correct the error or explain to you why we believe the bill is correct.

#### While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may continue to appear on your statement.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

#### After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us (or visit <https://discover.com/billingerrornotice>) within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically at:

Discover

PO Box 30945

Salt Lake City, UT 84130-0945

<https://discover.com/billingerrornotice>

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

For more information about how interest charges are calculated see your Cardmember Agreement or go to [www.discover.com/interestcharges](http://www.discover.com/interestcharges)

**Your next automatic minimum payment** of \$53.00 will be on April 19, 2017. Any payments made prior to this date will be applied towards your minimum payment due. Any credits applied to your Account for the billing cycle reflected on this statement may lower your minimum payment due and thus the scheduled DirectPay amount.



Discover® More® Card

Account number ending in 9125

Open Date: Feb 25, 2017 - Close Date: Mar 24, 2017

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## Information For You ... Continued

### FICO® Credit Score Terms

Your score and key factors use the FICO® Score 8 model. They are based on your TransUnion credit report and may be different from other credit scores. This information is intended for and only provided to Primary cardmembers who have an available score. See [Discover.com/FICO](http://Discover.com/FICO) about the availability of your score. Your score and key factors are available on [Discover.com](http://Discover.com) and your score is provided on statements. You will see up to a year of recent scores online starting when you become a cardmember. Discover and other lenders may use different inputs, such as a FICO® Credit Score, other credit scores and more information in credit decisions. This benefit may change or end in the future. FICO is a registered trademark of the Fair Isaac Corporation in the United States and other countries.

If you prefer not to receive your FICO® Credit Score just call us at 1-800-DISCOVER (1-800-347-2683). Please give us two billing cycles to process your request. To learn more, visit [Discover.com/FICO](http://Discover.com/FICO)

Discover Financial Services and Fair Isaac are not credit repair organizations as defined under federal or state law, including the Credit Repair Organizations Act. Discover Financial Services and Fair Isaac do not provide "credit repair" services or assistance regarding "rebuilding" or "improving" your credit record, credit history or credit rating.

### Availability of FICO® Credit Score

As an active cardmember, you may see your FICO® Credit Score on your monthly statement or online. Reasons why you may not see your FICO® Credit Score include: if you opt out; if you have key information that is mismatched or missing, as one example, an address change that has not been updated with Discover or TransUnion; if your credit history is too new; if your account status is abandoned, bankrupt, fraud, lost or stolen, closed, revoked, or charged off; if you have a foreign address. Your FICO® Score is disclosed on statements when your statement is available. You may not receive a statement if you have no account activity such as no purchase transactions, fees, interest, or payments for approximately 30 days.

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Mark E. Johnson, Donna J. Anderson, and Jodi M. Eick, on behalf of themselves and all others similarly situated,

(b) County of Residence of First Listed Plaintiff Polk (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Thomas J. Lyons Jr., Esq., Consumer Justice Center P.A., 367 Commerce Court, Vadnais Heights, MN 55127, 651-770-9707, tommy@consumerjusticecenter.com

DEFENDANTS

Discover Bank

County of Residence of First Listed Defendant Sussex Cty, DE (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. § 1681 et seq.

Brief description of cause: Violation of the Fair Credit Reporting Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 05/25/2017 SIGNATURE OF ATTORNEY OF RECORD s/Thomas J. Lyons Jr.

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Wisconsin



Mark E. Johnson, Donna J. Anderson and Jodi M. Eick, on behalf of themselves and all others similarly situated

Plaintiff(s)

v.

Discover Bank

Defendant(s)

Civil Action No. 17-cv-412

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Discover Bank, 100 West Market, Greenwood, DE 19950

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Thomas J. Lyons Jr. Esq., Thomas J. Lyons Esq., 367 Commerce Court, Vadnais Heights, MN 55127, tommy@consumerjusticecenter.com, tlyons@lyonslawfirm.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

Civil Action No. 17-cv-412

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Suit Claims Discover Bank Includes Credit Scores in Court Filings](#)

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