

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

DISCOVER BANK)

Plaintiff(s))

vs.)

JUDI L CARON A/K/A JUDI SWANK)

Defendant(s))

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

02-CP-07-3645

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NOV 04 2013

SC Court of Appeals

(Please Print)

Submitted By: Jerry T. Myers

Address: P. O. Box 26268, Raleigh, NC 27611

SC Bar #: 77614

Telephone #: (919) 250-2000

Fax #:

Other:

E-mail: jmyers@smithdebnamlaw.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|---|---|--|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input checked="" type="checkbox"/> Debt Collection (110) <input type="checkbox"/> Employment (120) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Other (199) <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) <input type="checkbox"/> Sexual Predator (510) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Interest Case #
20 <u>CP</u> <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Driver's License(800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture - Petition (840) <input type="checkbox"/> Forfeiture - Consent Order(850) <input type="checkbox"/> Other (899) <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out of State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assault/Slander/Libel (300) <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Other (399) <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Other (799) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Chain & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Commission (990) <input type="checkbox"/> Employment SecurityComm (991) <input type="checkbox"/> Other (999) |
|--|---|---|--|

Submitting Party Signature: [Signature]

Date: 10-5-12

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11; and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

LMB S1201951

STATE OF SOUTH CAROLINA

BEAUFORT COUNTY

IN THE COURT OF COMMON PLEAS

FOURTEENTH JUDICIAL CIRCUIT

CIVIL ACTION NO. _____-CP-_____

12 OCT 19 PM 3:12
BEAUFORT COUNTY, S.C.
CLERK OF COURT

DISCOVER BANK
Plaintiff

vs.

SUMMONS

JUDI L CARON A/K/A JUDI SWANK
Defendant

TO: Judi L Caron
71 Bermuda Pointe Cir
Hilton Head SC 29926-1254

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to said Complaint on the subscriber at P. O. Box 26268, Raleigh, NC 27611, within thirty (30) days after service hereof, exclusive of the day of service hereof. AND IF YOU FAIL to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint.

This 9 day of October, 2012

SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, L.L.P.
Attorneys for Plaintiff
P. O. Box 26268, Raleigh, NC 27611-6268
Telephone: (919) 250-2000

BY: [Signature]
— Jerry T. Myers, SC Bar Number 77614
— Trevor M. Hughey, SC Bar Number 75998

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SC Court of Appeals

LM28 S1201951

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

BEAUFORT COUNTY

FOURTEENTH JUDICIAL CIRCUIT

CIVIL ACTION NO. _____-CP-_____

12 OCT 19 PM 3:12
CLERK OF COURT
BEAUFORT COUNTY S.C.

DISCOVER BANK
Plaintiff

vs.

COMPLAINT


JUDI L CARON A/K/A JUDI SWANK
Defendant

The Plaintiff complaining of the Defendant alleges and says:

1. The Plaintiff is a state chartered financial institution conducting business in interstate commerce.
2. The Defendant resides in Beaufort County and is neither an infant nor incompetent.
3. The Plaintiff provided credit to the Defendant pursuant to the agreement annexed hereto as Exhibit "A". Defendant has defaulted on the agreement by failing to remit the required payments as they come due. After giving credit for all payments received or credits applied, if any, as of September 14, 2012, the Defendant owes Plaintiff \$15,756.13, according to the Affidavit of Account annexed hereto as Exhibit "B" and statement of account annexed hereto as Exhibit "C" incorporated herein by reference.
4. That the business transaction described herein may be a consumer credit transaction as contemplated by the South Carolina Consumer Protection Code. Defendant is in default and Plaintiff is entitled to the amounts as referenced above. This amount is determined by assessing all due charges to Defendant's account.
5. On information and belief, the Notice of Consumer's Right to Cure, as contemplated under S.C. Code of Laws Ann. Sections 37-5-110 and 37-5-111, was sent to the Defendant or is not required.
6. The agreement further provides for the collection of reasonable attorney's fees, and the Defendant is hereby given notice by Plaintiff of its intention to collect reasonable attorney's fees pursuant to S. C. Code of Laws Ann. Section 37-3-404.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of \$15,756.13, with interest from the date of judgment at the statutory post-judgment rate until satisfied, reasonable attorney's fees in the amount of \$2,363.42, and costs.

SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, L.L.P.
Attorneys for Plaintiff
P. O. Box 26268, Raleigh, NC 27611-6268
Telephone: (919) 250-2000

BY: 
Jerry T. Myers, SC Bar Number 77614
Trevor M. Hughey, SC Bar Number 75998

Dated: October 9, 2012

This communication is from a debt collector. The purpose of this communication is to collect a debt.

**CARDMEMBER AGREEMENT**

Thank you for choosing Discover® card. This Agreement explains the current terms and conditions of your Account. The enclosed Pricing Schedule is part of this Agreement. Please read this Agreement, including the Pricing Schedule, carefully. Keep them for your records. Contact us if you have any questions. We have included a "Definitions" section for your reference on page 4.

ACCEPTANCE OF AGREEMENT

You accept this Agreement if you do not cancel your Account within 30 days after receiving a Card. You also accept this Agreement if you or an Authorized User use the Account. You may, however, reject the "Arbitration of Disputes" section as explained in that section.

CHANGES TO YOUR AGREEMENT

The rates, fees and terms of this Agreement may change from time to time. We may add or delete any term to this Agreement. If required by law, we will give you advance written notice of the change(s) and a right to reject the change(s). We will not charge any fee or interest charge prohibited by law.

USING YOUR ACCOUNT

Permitted Uses	You may use your Account for Purchases, Balance Transfers and Cash Advances. You may not use it for illegal transactions.	
Authorized Users	You may request additional Cards for Authorized Users. You must notify us if you wish to cancel the authority of an Authorized User to use your Account.	
Joint Accounts	<p>If your Account is a joint Account:</p> <ul style="list-style-type: none"> • each of you agrees to be liable individually and jointly for the entire amount owed on the Account; and • any notice we mail to an address provided by either of you for the Account will serve as notice to both of you. 	
Checks	If we provide you with Checks, we will tell you whether we will treat the Check as a Purchase, Balance Transfer or Cash Advance. You may not use these Checks to pay any amount you owe us.	
Credit Authorizations	We may not authorize a transaction for security or other reasons. We will not be liable to you if we decline to authorize a transaction or if anyone refuses your Card, Check or Account number.	
Credit Lines	We will tell you what your Account credit line is. You must keep your Account balance below your Account credit line. If you do not, we may request immediate payment of the amount by which you exceed it. We may establish a lower credit line for Cash Advances.	We may increase or decrease your Account credit line or your Cash Advance credit line without notice. We may delay increasing your available credit by the amount of any payment that we receive for up to 10 business days.
FEES (See your Pricing Schedule for Additional Fees)		
Late Fee	If you do not pay the Minimum Payment Due by the Payment Due Date, we will charge you a Late Fee. The fee is \$25 if you were not charged a Late Fee during any of the prior six billing periods.	Otherwise, the fee is \$35. This fee will never exceed the Minimum Payment Due that was due immediately prior to the date on which the fee was assessed.
Returned Payment Fee	If you make a payment that is not honored by your financial institution, we will charge you a Returned Payment Fee even if the payment is honored after we re-submit it. The fee is \$25 if you were not charged a Returned Payment Fee during any of the prior six	billing periods. Otherwise, the fee is \$35. This fee will never exceed the Minimum Payment Due that was due immediately prior to the date on which the payment was returned to us.
Returned Check Fee	We will charge you a Returned Check Fee each time we decline to honor a Check. The fee is \$25 if you were not charged a Returned	Check Fee during any of the prior six billing periods. Otherwise, the fee is \$35. This fee will never exceed the amount of the Check.
Research Fee	We may charge you a Research Fee of \$5 for each copy of a billing statement or sales slip that you request. We will not charge this fee if you request copies in connection with a billing dispute.	

EXHIBIT A

ANNUAL PERCENTAGE RATES ("APRs") (See your Pricing Schedule for the APRs, including Penalty APRs, that apply to your Account)

<p>Variable APRs</p>	<p>Your Pricing Schedule may include variable APRs. These APRs are determined by adding the number of percentage points that we specify to the Prime Rate. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect</p>	<p>on the first day of the billing period that begins during the same calendar month that the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.</p>
<p>Penalty APR</p>	<p>When It Applies Each time that you do not pay the Minimum Payment Due by the Payment Due Date we may:</p> <ul style="list-style-type: none"> • terminate any promotional APRs on new transactions; and • increase your APRs for new transactions to Penalty APRs. <p>We will not apply a Penalty APR to Cash Advances.</p> <p>How It Affects Your Account To determine the variable Penalty APR for a new transaction:</p> <ul style="list-style-type: none"> • We add up to 5 additional percentage points to the otherwise applicable APR. • We set your Penalty APR based on your creditworthiness and other factors. These factors include your current APRs and Account history. • When we first determine the Penalty APR, we use the Prime 	<p>Rate that is in effect for the billing period in which you did not pay the Minimum Payment Due by the Payment Due Date.</p> <p>EXAMPLE: Assume the promotional rate for Purchases is 2.99% and the standard rate for Purchases is 15.99%. If you pay late, the rate for all new Purchases could increase up to a variable rate of 20.99%.</p> <p>We Will Notify You We will notify you of the date a Penalty APR will take effect. The Penalty APR will only apply to new transactions with a Transaction Date more than 14 days after we provide the notice to you.</p> <p>We May Reduce It We will review your Account from time to time as required by law to determine if any Penalty APR should be reduced.</p>

MAKING PAYMENTS

<p>Payment Instructions</p>	<ul style="list-style-type: none"> • You must pay us in U.S. dollars. All checks must be drawn on funds on deposit in the U.S. • You must pay us for all amounts due on your Account. This includes charges made by Authorized Users. • We may refuse to accept a payment in a foreign currency. If we do accept it, we will charge your Account our cost to convert it to U.S. dollars. 	<ul style="list-style-type: none"> • We can accept late payments, partial payments or payments marked "payment in full" or with any other restrictive endorsement without losing any of our rights under this Agreement. • We credit your payments in accordance with the terms contained on your billing statement. • If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.
<p>Minimum Payment Due</p>	<p>You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be any amount past due plus the greater of:</p> <ul style="list-style-type: none"> • \$40; • 2% of the New Balance shown on your billing statement (plus \$40 if the New Balance includes a Balance Transfer balance); or 	<ul style="list-style-type: none"> • any Interest Charges and Late Fee shown on your billing statement, plus \$20. <p>The Minimum Payment Due may also include amounts by which you exceed your Account credit line. However, it will never exceed the New Balance. When we calculate the Minimum Payment Due, we may subtract from the New Balance certain fees added to your Account during the billing period. The Minimum Payment Due is rounded up to the nearest dollar.</p>
<p>How We Apply Payments</p>	<p>We apply payments and credits at our discretion, including in a manner most favorable or convenient for us. In all cases, we will apply payments and credits as required by applicable law. Each</p>	<p>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.</p>

INTEREST CHARGES

<p>How We Calculate Interest Charges—Daily Balance Method (including current transactions)</p>	<p>We calculate interest charges each billing period by first figuring the "daily balance" for each Transaction Category. Transaction Categories include standard Purchases, standard Cash Advances and different promotional balances, such as Balance Transfers.</p> <p>How We Figure the Daily Balance for Each Transaction Category</p> <ul style="list-style-type: none"> • We start with the beginning balance for each day. The beginning balance for the first day of the billing period is your balance on the last day of your previous billing period. • We add any interest charges accrued on the previous day's daily balance and any new transactions and fees. We add any new transactions or fees as of the later of the Transaction Date or the first day of the billing period in which the transaction or fee posted to your Account. • We subtract any new credits and payments. 	<ul style="list-style-type: none"> • We make other adjustments (including those adjustments required in the "Paying Interest" section). <p>How We Figure Your Total Interest Charges</p> <ul style="list-style-type: none"> • We multiply the daily balance for each Transaction Category by its daily periodic rate. We do this for each day in the billing period. This gives us the interest charges for each Transaction Category. To get a daily periodic rate, we divide the APR that applies to the Transaction Category by 365. • We add up all the daily interest charges. The sum is the total interest charge for the billing period. <p>How We Include Fees We add Balance Transfer Fees to the applicable Balance Transfer Transaction Category. We add Cash Advance Fees to the applicable Cash Advance Transaction Category. We add all other fees to the standard Purchase Transaction Category.</p>
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INTEREST CHARGES

Paying Interest

When Interest Charges Begin

We begin to impose interest charges on a transaction, fee or interest charge from the day we add it to the daily balance. We continue to impose interest charges until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period")
If you paid the New Balance on your previous billing statement by

the Payment Due Date shown on that billing statement, we will not impose interest charges on new Purchases, or any portion of a new Purchase, paid by the Payment Due Date on your current billing statement. New Purchases are Purchases that first appear on the current billing statement.

How We Apply Payments May Impact Your Grace Period
If you do not pay your New Balance in full each month, then, depending on the balance to which we apply your payment, you may not get a grace period on new Purchases.

OTHER IMPORTANT INFORMATION

Default

You are in default if:

- you file bankruptcy or another insolvency proceeding is filed by you or against you;
- we have a reasonable belief that you are unable or unwilling to repay your obligations to us;
- you die or are legally declared incompetent or incapacitated;

- you fail to comply with the terms of this Agreement or any Agreement with us or an Affiliate, including failing to make a required payment when due, exceeding your Account credit line or using your Card or Account for an illegal transaction.
- If you are in default, we may declare the entire balance of your Account immediately due and payable without notice.

Collection Costs

If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Merchant Disputes

If you have a dispute with a merchant, you may request a credit to your Account. If we resolve the dispute in your favor, we will issue a credit to your Account. You assign to us your claim for the credited amount against the merchant and/or any third party. At our request, you agree to provide this assignment in writing.

Automatic Billing Arrangements

You may set up automatic billing with a merchant. If your Account number or Card expiration date changes, you authorize us to provide this updated information to any such merchant at our discretion. You must contact the merchant directly if you wish to stop automatic billing.

Our Privacy Policy

We send you our Privacy Policy when you open your Account and annually. Contact us or visit Discover.com if you would like a copy. Please read it carefully. It summarizes:

- the personal information we collect;

- how we safeguard its confidentiality and security;
- when it may be shared with others; and
- how you can limit our sharing of this information.

Reporting to Credit Reporting Agencies

We may from time to time review your credit, employment and income records. We may report the status and payment history of your Account to credit reporting agencies and other creditors. We normally report to credit reporting agencies each month.

If you believe that information we reported is inaccurate or incomplete, please write us at Discover, PO Box 15316, Wilmington, DE 19850-5316. Please include your name, address, home phone number and Account number.

Our Communications with You

You agree that our personnel may listen to or record phone calls between you and our representatives without additional notice to you including calls we make to collect debts. We may use any medium permitted by law including mail, live telephone calls, automated telephone equipment, prerecorded telephone calls, e-mail, text messages and calls to your cell phone (which may be

at your expense) to contact you about your Account or to offer you products or services that may be of value to you. If you prefer not to be contacted in one or more of these ways, you must either call us at 1-800-DISCOVER (1-800-347-2683) or write to us at Discover, PO Box 30961, Salt Lake City, UT 84130-0961. Please include your name, address and Account number.

Unauthorized Use

You must notify us immediately if:

- your Card is lost or stolen; or
- you believe someone is using your Account or a Card without your permission.

Cancellation of Your Account

- You may cancel your Account. You will remain responsible for any amount you owe us under this Agreement.
- Any joint Account holder may cancel a joint Account. However,

both of you will remain responsible for paying all amounts owed.

- We may cancel, suspend or not renew your Account at any time without notice.

DISCOVER

51201951

New Balance \$0.00

Minimum Payment Due \$2,686.00

Account Number ending in 8656 Enter Amount Enclosed Below

Payment Due Date May 25, 2012

\$ []

30 SDENBA01 0001774
JUDI CARON
71 BERMUDA POINTE CIR
HILTON HEAD SC 29926-1254

Text APP to DISCOVER to receive a link to our free mobile app and pay your bill in seconds from anywhere!

PO BOX 6103
CAROL STREAM IL 60197-6103

Address, e-mail or telephone change? Go to www.Discover.com or print change in space above.

00000198662368197209200000000000000268600

Opening Date: April 14, 2012 - Closing Date: April 30, 2012

page 1 of 2

Discover More Card Account Summary	
Account number ending in 8656	
Previous Balance	\$15,756.13
Payments And Credits	- 15,756.13
Purchases	+ 0.00
Balance Transfers	+ 0.00
Cash Advances	+ 0.00
Fees Charged	+ 0.00
Interest Charged	+ 0.00
New Balance	\$0.00
See Interest Charge Calculation section following transactions for detailed APR information	
Credit Line	\$13,410.00
Credit Line Available	\$0.00
Cash Advance Credit Line	\$6,700.00
Cash Advance Credit Line Available	\$0.00

Payment Information	
New Balance	\$0.00
Minimum Payment Due	\$2,686.00
Payment Due Date	May 25, 2012
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 \$35.00 and your purchase and balance transfer APRs for new transactions may be increased up to the Penalty APR of 22.99% variable.	

Manage Your Account Online at www.Discover.com

- Securely access statements and free online tools, pay bills online and track and view all transactions simply and easily
- Make your money work more SM—find easy ways to earn and redeem cash rewards
- NEW! Access your account securely through your mobile phone

3 Easy Ways to Contact Us

- Access your account securely at www.Discover.com
 - Call 1-800-DISCOVER (1-800-347-2683). Please have your Discover® card available.
 - Write to us at Discover, PO Box 30943, Salt Lake City, UT 84130 (Not a payment address)
- For payments, please send to address on residence or Discover, PO Box 6103, Carol Stream, IL 60197-6103
For TDD (Telecommunications Device for the Deaf) assistance, please call 1-800-347-7449.

Cashback Bonus*	
	Anniversary Month
	February
Opening Cashback Bonus Balance	\$ 0.00
New Cashback Bonus This Period	+ 0.00
Cashback Bonus Balance	\$ 0.00
To learn more, log in at www.Discover.com	

Transactions

	Trans. Date	Post Date		
Payments and Credits	Apr 30	Apr 30	INTERNAL CHARGE-OFF	\$ -15,756.13
Fees			TOTAL FEES FOR THIS PERIOD	\$ 0.00
Interest Charged			TOTAL INTEREST FOR THIS PERIOD	\$ 0.00

2012 Totals Year-to-Date

TOTAL FEES CHARGED IN 2012	\$ 140.00
TOTAL INTEREST CHARGED IN 2012	914.16

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

DISCOVER

888

704

0884

EXHIBIT C

LMB S1201951

SOUTH CAROLINA
BEAUFORT COUNTY

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

RECEIVED
NOV 04 2013
Court of Appeals

DISCOVER BANK
Plaintiff

vs.

AFFIDAVIT

JUDI L CARON A/K/A JUDI SWANK
Defendant

12 OCT 19 PM 3:12
BEAUFORT COUNTY, S.C.
CLERK OF COURT

The undersigned, being duly sworn, deposes and says as follows:

1. I am employed with Smith Debnam Narron Drake Saintsing & Myers, L.L.P., the attorneys for the Plaintiff in this action.
2. I made an inquiry to the Department of Defense Manpower Data Center to determine whether the Defendant is in the military service of the United States of America. I received a report indicating that the Defendant is not actively engaged in the military service at this time.
3. That the above statements are true to the best of my knowledge and belief.

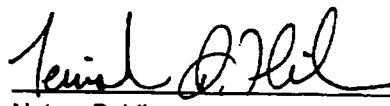
This the 15 day of oct, 2012.



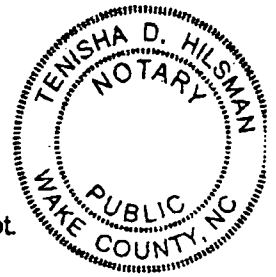
Adam Moore
Affiant

Affirmed before me this day by Adam Moore.

Date: October 15th, 2012.



Notary Public
My Commission Expires: 10-10-2015



This communication is from a debt collector. The purpose of this communication is to collect a debt.

October 1, 2013

Honorable Judge Murphy,

I, Mrs. Judi L. Swank, am requesting a continuance in case 2022-CP-07-03645 vs. Discover Bank. My request is based on not being awarded adequate time to request the appropriate time off from my employer to defend my position in said case. I received notice of this motion, September 25, 2013, exactly one week prior to the scheduled motion. I believe this to be a violation of my civil rights, and should be awarded a fair due process. As you can attest, my husband is present as my representation to submit this request or continuance. I also, authorize my husband, Ryan W. Swank to act and respond on my behalf with all matters pertaining to this case.

Thank you for your understanding and consideration.

Sincerely yours,



Judi L. Swank

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SC Court of Appeals



September 27, 2013

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SC Court of Appeals

Attn: Honorable Judge Murphy,

Your honor, I am requesting your consideration for a continuance on behalf of Mrs. Judi Swank, due to time sensitive work obligations. Marriott Vacation Clubs policies and procedures require a 14 day notice, in order for management to authorize time off.

Due to business conditions this time of year, I regretfully am unable to approve Judi Swanks request to be excused from work.

I do apologize that we are unable to process this due to the timeframe of the request and hopefully will receive your understanding.

Thank you in advance and if you have any questions please feel free to contact me at 843- 342-1515.

Sincerely,

Rami Malon

Sales Manager, Marriott Vacations Worldwide





Smith Debnam
ATTORNEYS AT LAW

SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP
P.O. Box 26268, Raleigh, NC 27611-6268

September 18, 2013

Telephone: (919) 250-2142
Toll Free: (888) 704-0884
Facsimile: (919) 250-2100

Judi L. Caron
71 Bermuda Pointe Circle
Hilton Head, SC 29926-1254

Re: DISCOVER BANK vs. JUDI L CARON A/K/A JUDI SWANK
Case Number 2012-CP-07-03645
Our File No. S1201951

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Dear Ms. Caron:

Please be advised that the Plaintiff's Motion for Judgment on the Pleadings, regarding the above-referenced matter, has been scheduled for October 2, 2013 at 1:00 p.m. before the Honorable Judge Maité D. Murphy, at the following address:

Beaufort County Courthouse
102 Ribaut Road
Beaufort, SC 29902

Should you wish to resolve this litigation without a court appearance and/or set up a payment plan, my client will allow you to sign the enclosed Offer, Acceptance and Consent Judgment, made pursuant to Rule 68 of SC Rules of Civil Procedure. The Judgment will be filed with the court and resolve the case in favor of our client. You will need to sign it before a Notary Public and return it to our office by September 27, 2013.

If you have any questions or concerns, feel free to contact a representative at 919-250-2142.

With kindest regards, I am

Sincerely,

Jerry T. Myers, Esq.

JTM/jeb

This communication is from a debt collector. The purpose of this communication is to collect a debt and any information obtained will be used for that purpose.

JEB S1201951

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

DISCOVER BANK)
Plaintiff)

vs.)

JUDI L CARON A/K/A JUDI SWANK)
Defendant)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2012-CP-07-03645

**OFFER, ACCEPTANCE AND
CONSENT JUDGMENT**

Pursuant to Rules 68 and 43(k) of the South Carolina Rules of Civil Procedure, the Plaintiff hereby offers and the Defendant herein accepts and consents to allow Judgment in favor of the Plaintiff to be entered, without further hearing; and with good cause shown, as set forth below:

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the Plaintiff have and recover Judgment against the Defendant in the amount of \$15,756.13, with interest thereon at the statutory post-judgment rate until satisfied, reasonable attorney's fees in the amount of \$2,363.42, plus costs in the amount of \$260.00.

This the _____ day of _____, 2013.

Judge, Court of Common Pleas

JUDGMENT CONSENTED TO BY:

Judi L Caron
Defendant

Sworn to and subscribed before me this _____ day of _____, 2013.

Notary Public
My commission expires: _____

Jerry T. Myers
of SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, L.L.P.
Attorneys for Plaintiff
P. O. Box 26268
Raleigh, NC 27611-6268

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

DISCOVER BANK)
Plaintiff)

vs.)


JUDI L CARON A/K/A JUDI SWANK)
Defendant)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2012-CP-07-03645

CERTIFICATE OF MAILING

The undersigned hereby certifies that on September 18, 2013, she served the original Plaintiff's Notice of Hearing upon the below listed party or counsel by depositing the original in the United States Mail, postage prepaid, and addressed as follows:

Judi L Caron
71 Bermuda Pointe Cir
Hilton Head SC 29926-1254


Elizabeth Brown, Paralegal for
Jerry T. Myers
of SMITH DEBNAM NARRON DRAKE
SAINTSING & MYERS, L.L.P.
Attorneys for Plaintiff
P. O. Box 26268
Raleigh, NC 27611-6268
(919) 250-2000

Dated: 09/18, 2013
JEB S1201951

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NOTICE OF MOTION SCHEDULING

September 16, 2013



Motion "MSUMJM - Motion for Judgment on the Pleadings, Certif Mailing" for Case: 2012CP0703645 - Discover Bank VS Judi L Caron , defendant, et al has been added to the following Motions Roster:

275 - October 2, 2013 Backup Motion Roster

This hearing of this motion has been scheduled for 10/2/2013 at 1:00 PM.

The moving party is to notify ALL parties, including Pro Se parties in writing of the time and date of the hearing if applicable. Failure to appear or send a representative on your behalf may result in dismissal of the motion(s). If you have a dispositive motion scheduled to be heard by Judge Murphy; please provide a hard copy of the motion (if it is your motion) and any briefs in support or opposition to John Guerry Judge Murphy's law clerk at: PO Box 802, St. George, SC 29477 by Wednesday, September 25th. The Roster is available at <http://www.beaufortcourt.org> under "CP Court Rosters". The roster will be updated daily with notes regarding any continuances and/or settlements. Please notify the court in writing immediately via email: jthompson@bcgov.net if the motions are resolved. PLEASE NOTE THIS IS THE ONLY NOTICE FROM THE COURT THAT YOU WILL RECEIVE.

Mail Notice To:

Judi L Caron
71 Bermuda Point

Hilton Head Island, SC 29926

Court Info:

Beaufort County Common Pleas
PO Box 1128
102 Ribaut Road, Rm. 208
Beaufort, SC 29901-1128

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(843)255-5050

Respectfully,

Jerri Ann Roseneau
Clerk of Court

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SC Court of Appeals