



DISTRICT COURT OF MARYLAND FOR

LOCATED AT (COURT ADDRESS)

7500 GOV. RITCHIE HIGHWAY
GLENN BURNIE, MD 21061

CV

CASE NO.
D-07-CV-25-009369

PARTIES

Plaintiff - Name, Address, Telephone Number

DISCOVER BANK

c/o Glasser and Glasser, P.L.C.

P.O. Box 3400

Norfolk, VA 23514

VS.

FILE#: 21211725

Defendant(s) - Name, Address, Telephone Number

1. KEYSHA DUBOSE
1512 MONARD AVE
SEVERN MD 21144-2604

Serve by:

☐ Certified
☐ Mail
☒ Private
☐ Process
☐ Constable
☐ Sheriff

2.

Serve by:

☐ Certified
☐ Mail
☐ Private
☐ Process
☐ Constable
☐ Sheriff

3.

Serve by:

☐ Certified
☐ Mail
☐ Private
☐ Process
☐ Constable
☐ Sheriff

4.

Serve by:

☐ Certified
☐ Mail
☐ Private
☐ Process
☐ Constable
☐ Sheriff

ATTORNEYS

For Plaintiff - Name, Address, Telephone Number & Code

Alicia A. Hilger (11679) (1401090011)

Nickolas L. Stockton (13939) (2109010002)

Cindy R. Polynice (2206140075)

William D. Moore, III (11505) (1306190209)

Leanna M. Richardson (13711) (1412180070)

Jacob P. Finkelstein (1312170284)

888-533-0660

580 E. MAIN ST STE 600

NORFOLK, VA 23510

E-FILED; Anne Arundel District Court - Glen Burnie
Docket: 2/19/2025 10:51 AM; Submission: 2/19/2025 10:51 AM
ANNE ARUNDEL COUNTY
Envelope: 20018155COMPLAINT/APPLICATION AND AFFIDAVIT
IN SUPPORT OF JUDGMENT☐ \$5,000 or under ☒ over \$5,000Clerk: Please docket this case in an action of ☐ contract ☐ tort ☐ replevin
☐ detinue ☐ bad faith insurance claim ☒ consumer debt (original creditor)

The particulars of this case are:

Plaintiff extended credit to Defendant and Defendant accepted and used said line of credit. Defendant thereafter defaulted on the account. The amount justly due and owing arising from said default is \$9,697.98. See affidavit(s) and account information incorporated by reference.

Certification of Counsel: The undersigned counsel for the Plaintiff hereby certifies that while [she/he] does not maintain an office location within the State of Maryland, [she/he] is duly licensed to practice law therein as of the date of filing of the above-styled lawsuit. JPF

*** This is a communication from a debt collector. Any information obtained will be used for that purpose. ***

(See Continuation Sheet)

☐ I am interested in trying to resolve this dispute through mediation/ADR. (You will be contacted about ADR services after the defendant is served.)

The plaintiff claims:

Principal: \$ 9,697.98

Pre-judgment interest at the ☐ legal rate ☒ contractual rate, calculated at 0 % from to

(\$ days x \$ per day)

Total Principal + pre-judgment interest: \$ 9,697.98

Post-judgment interest at the ☒ legal rate ☐ contractual rate until , legal rate thereafter ☐ waived

and attorney's fees of \$ 0.00 plus court costs.

☐ Return of the property valued at \$ and damages of \$ for its detention in an action of replevin.☐ Return of the property, or its value, \$ and damages of \$ for its detention in action of detinue.☐ Other:

and demands judgment for relief.

Signature of Plaintiff/Attorney/Attorney Code

Attorney Number

Printed Name: Jacob P. Finkelstein (1312170284)

Address: 580 E. Main St, Suite 600
Norfolk, VA 23510

Telephone: 757/533-5555

Fax:

E-mail: md@glasserlaw.com

MILITARY SERVICE AFFIDAVIT

☐ Defendant(s) is/are in the military service.☒ Verified through DOD at:
<http://scra.dmdc.osd.mil/>☒ No defendant is in the military service. The facts supporting this statement are:

Specific facts must be given for the court to conclude that each defendant who is a natural person is not in the military.

☐ I am unable to determine whether or not any defendant is in military service.

I hereby declare or affirm under the penalties of perjury that the facts and matters set forth in this Affidavit are true and correct to the best of my knowledge, information, and belief.

2/17/25

Date

Signature of Affiant

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT (See Plaintiff Notice on Back Page)

The attached documents contain sufficient detail as to liability and damage to notify the defendant clearly of the claim against the defendant, including the amount of any interest claimed.

☐ Properly authenticated copy of any note, security agreement upon which claim is based ☐ Itemized statement of account ☐ Interest worksheet ☐ Vouchers ☐ Check ☐ Other written document ☒ FILED UNDER AFFIDAVIT, SEE ATTACHED ☐ Verified itemized repair bill or estimateI HEREBY CERTIFY: That I am the ☐ plaintiff ☐ of the plaintiff herein and am competent to testify to the matters stated in this complaint, which are made on my personal knowledge; that there is justly due and owing by the defendant to the plaintiff the sum set forth in the complaint.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of this document are true.

In lieu of this section, an affidavit of an officer of the Plaintiff is attached.

Signature of Affiant

ACCOUNT NUMBER: XXXXXXXXXXXXX1999
BALANCE: \$ 9,697.98
CARDMEMBER (S): KEYSHA DUBOSE

STATE OF OHIO
COUNTY OF FRANKLIN

Vicki Phillips, personally appeared before me, on this day and after being duly sworn, according to law, and upon my oath and states as follows

I am a Litigation Support Coordinator for DISCOVER BANK, an FDIC-insured Delaware state bank. DISCOVER BANK, as well as its wholly-owned servicing subsidiary DISCOVER PRODUCTS INC., is responsible for, among other things, interacting with Discover Card account holders to accept payments and perform other servicing activities on Discover Card accounts.

This affidavit is made on the basis of my personal knowledge, as well as my review of documents held both by DISCOVER BANK and DISCOVER PRODUCTS INC., and is submitted in support of the Plaintiff's suit on account against the Cardmember(s).

In my capacity as Litigation Support Coordinator, I have knowledge regarding, and access to, records regarding the Discover Card account of the above referenced Cardmember(s). These records are maintained in the ordinary course of business, and the records are updated with information on events (such as charges and payments on the account) by individuals with personal knowledge of those events or by automated processes that track such events at or near the time that the events occur. The same systems that record this information also generate periodic statements that are sent to Discover cardmember(s), and store copies of these periodic statements. In addition, these same record-keeping systems contain information about which version of DISCOVER BANK's terms and conditions has been communicated to an account holder and accepted by an account holder. I have personally inspected the records pertaining to the account of the Cardmember(s), including the last periodic statement sent to the Cardmember(s), to ascertain the applicable terms and conditions, the balance due on said account and whether the Cardmember(s) have made payments on that balance.

According to the records maintained by DISCOVER BANK and DISCOVER PRODUCTS INC. during the period of time that account statements were generated, such statements were either provided to the Cardmember(s) electronically or mailed to the Cardmember(s) at the address maintained on file during that time period. According to the records, the last known address associated with the Cardmember(s) is/are:

1512 MONARD AVE
SEVERN, MD 21144-2604

The account is in default because the Cardmember(s) have not paid the amounts due and owing to DISCOVER BANK on the account.

The business records maintained by DISCOVER BANK and DISCOVER PRODUCTS INC., and described above, show that the Cardmember(s)' account with DISCOVER BANK is governed by terms and conditions referred to as "terms level 29K." A true and correct copy of these terms and conditions have been provided to DISCOVER BANK's counsel in this case.

Exhibit A is a true and accurate copy of the last periodic statement sent by DISCOVER PRODUCTS INC. to the Cardmember(s), retrieved from the record-keeping system described above, and shows the amount that is now due and owing Discover Bank on the account.

DISCOVER BANK has access to a system of records maintained by the United States Department of Defense, which allows DISCOVER BANK to ascertain whether a particular person is engaged in active duty in any branch of the U.S. military. It is the regular practice of DISCOVER BANK to query this system with respect to any account holder prior to initiating a collection action against that account holder. DISCOVER BANK maintains records in the normal course of its business that indicate the results of that query. Based on my review of the account records applicable to Cardmember(s), to the best of my knowledge and belief the above referenced Cardmember(s) is not engaged in any of the military services of the United States.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.


Affiant

SUBSCRIBED TO AND SWORN TO before me this 12 day of July, 2024.





SAKOWUAH ACHEAMPONG
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
01-19-28

GLASSER AND GLASSER, P.L.C.

PO Box 3400
Norfolk, VA 23514
Tele: (757) 533-5555
Fax: (757) 533-9009
Attorneys for Plaintiff

DISCOVER BANK,

Plaintiff,

-vs-

CASE NO.

KEYSHA DUBOSE,

Defendant.

PLAINTIFF'S CORPORATE DISCLOSURE STATEMENT

Pursuant to Md. Courts and Judicial Proceedings Code Ann. § 6-412, this party is a non-governmental corporate party and that:

Discover Bank's parent corporation, and all publicly held corporations owning 10% or more of this party's stock are listed here: Discover Financial Services

Date: August 10, 2024

DISCOVER



DISCOVER IT® CARD ENDING IN 1999
CARDMEMBER SINCE 2021

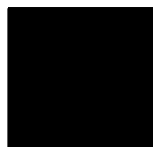
Account Summary 01/28/2024 - 02/27/2024

Previous Balance \$9,487.14
Payments and Credits +\$0.00
Purchases +\$0.00
Balance Transfers +\$0.00
Cash Advances +\$0.00
Fees Charged +\$30.00
Interest Charged +\$180.84

New Balance: \$9,697.98

See Interest Charge Calculation section following the Fees and Interest Charged section for detailed APR information

Credit Line \$9,000
Credit Line Available \$0
Cash Advance Credit Line \$3,200
Cash Advance Credit Line Available \$0



FICO® Score 8 based on TransUnion® data



AS OF 02/21/24
Updated Monthly

See Key Factors that help explain your score
at Discover.com or visit our mobile app

Payment Information

New Balance Minimum Payment* Payment Due Date
\$9,697.98 \$1,317.00 03/22/2024

* Includes past due amount of \$1086.00

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 \$41.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take 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	35 years	\$43,725

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

Payment Coupon

Detach at perforation above and return with check payable to Discover. Do not fold, clip, staple or send cash.



KEYSHA DUBOSE
1512 MONARD AVE
SEVERN MD 21144-2604



Notice: See reverse side for Important Information

ACCOUNT NUMBER ENDING IN 1999
New Balance \$9,697.98
Minimum Payment Due \$1,317.00
Payment Due Date 03/22/2024

Amount Enclosed	\$
For a faster, easier way to pay...	Discover.com 1-800-347-2683 See reverse for payment cut off times

PO BOX 70176
PHILADELPHIA PA 19176-0176



New address, email or phone? Please update on reverse

000001986462366206389096979800000000131700

EXHIBIT A



ONLINE
Discover.com or
download our app

PHONE
1-800-347-2683
Hearing/Speech Impaired
Dial 711 (Relay Service)

PAYMENTS
Discover
PO Box 6103
Carol Stream
IL 60197-6103

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DISCOVER IT® CARD ENDING IN 1999
OPEN TO CLOSE DATE 01/28/2024 - 02/27/2024

Transactions

NO ACTIVITY FOR THIS BILLING PERIOD

Fees and Interest Charged

FEES FOR THIS PERIOD	AMOUNT
LATE FEE	\$30.00
TOTAL FEES FOR THIS PERIOD	\$30.00
INTEREST CHARGED FOR THIS PERIOD	AMOUNT
INTEREST CHARGE ON PURCHASES	\$180.84
INTEREST CHARGE ON CASH ADVANCES	\$0.00
INTEREST CHARGE ON BALANCE TRANSFERS	\$0.00
TOTAL INTEREST FOR THIS PERIOD	\$180.84
2024 TOTALS YEAR-TO-DATE CHARGED	AMOUNT
TOTAL FEES CHARGED IN 2024	\$30.00
TOTAL INTEREST CHARGED IN 2024	\$358.30

Cashback Bonus® Rewards

PREVIOUS BALANCE	\$0.00
EARNED THIS PERIOD	+\$0.00
REDEEMED THIS PERIOD	-\$0.00
CASHBACK BONUS BALANCE	\$0.00

Interest Charge Calculation

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

CURRENT BILLING PERIOD, 31 DAYS

TYPE OF BALANCE	APR*	PROMO APR EXPIRES**	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	22.24% V	N/A	\$9,574.36	\$180.84
Cash Advances	29.99% V	N/A	\$0.00	\$0.00

V = VARIABLE RATE

Variable APRs will not exceed 29.99%

* 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.

** This is the date your promotional rate expires and the remaining balance will be moved to your standard APR disclosed when you accepted the offer. Please note: Changing your payment due date may change your Promo APR Expiration Date.

*** For more information, please call us at 1-800-347-2683.

Information For You

FICO® Credit Score Terms

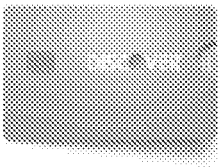
Your FICO® Credit Score, key factors, and other credit information use the FICO® Score 8 model. They are based on data from TransUnion® and may be different from other credit scores and other credit information provided by different bureaus. This information is intended for and only provided to Primary account holders who have an available score. Your score, key factors and other credit information are available on Discover.com and cardmembers are also provided a score on statements. Customers will see up to a year of recent scores online. Discover and other lenders may use different inputs, such as FICO® Credit Scores, other credit scores and more information in credit decisions. This benefit may change or end in the future. FICO is a registered trademark of 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.

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 ENDING IN 1999
CARDMEMBER SINCE 2021

DISCOVER

Account Summary

09/18/2023 - 10/17/2023

Previous Balance	\$9,227.72
Payments and Credits	-\$148.00
Purchases	+\$0.00
Balance Transfers	+\$0.00
Cash Advances	+\$0.00
Fees Charged	+\$0.00
Interest Charged	+\$75.83
New Balance:	\$9,155.55

See Interest Charge Calculation section following the Fees and Interest Charged section for detailed APR information

Credit Line	\$9,000
Credit Line Available	\$0
Cash Advance Credit Line	\$3,200
Cash Advance Credit Line Available	\$0

FICO® Score 8 based on TransUnion® data:

AS OF 10/21/23
Updated Monthly

See Key Factors that help explain your score at Discover.com or visit our mobile app

Payment Information

New Balance	Minimum Payment*	Payment Due Date
\$9,155.55	\$592.00	11/22/2023

* Includes past due amount of \$444.00

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 \$41.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take 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	37 years	\$46,979

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

Payment Coupon

Detach at perforation above and return with check payable to Discover. Do not fold, clip, staple or send cash.



KEYSHA DUBOSE
1512 MONARD AVE
SEVERN MD 21144-2604



Notice: See reverse side for important information

ACCOUNT NUMBER ENDING IN 1999

New Balance	\$9,155.55
Minimum Payment Due	\$592.00
Payment Due Date	11/22/2023

Amount Enclosed \$

For a faster, easier way to pay...



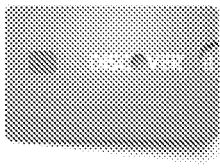
Discover.com 1-800-347-2683
See reverse for payment cut off times.

PO BOX 70176
PHILADELPHIA PA 19176-0176



New address, email or phone? Please update on reverse.

000001986462366206389091555500000000059200



ONLINE
Discover.com or
download our app

PHONE
1-800-347-2683
Hearing/Speech Impaired
Dial 711 (Relay Service)

PAYMENTS
Discover
PO Box 6103
Carol Stream
IL 60197-6103

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DISCOVER IT® CARD ENDING IN 1999
OPEN TO CLOSE DATE: 09/28/2023 - 10/27/2023

Transactions

TRANS. DATE	PAYMENTS AND CREDITS	AMOUNT
10/22	INTERNET PAYMENT - THANK YOU	-\$148.00

Cashback Bonus® Rewards

PREVIOUS BALANCE	\$0.00
EARNED THIS PERIOD	+\$0.00
REDEEMED THIS PERIOD	-\$0.00
CASHBACK BONUS BALANCE	\$0.00

Fees and Interest Charged

TOTAL FEES FOR THIS PERIOD	\$0.00
INTEREST CHARGED FOR THIS PERIOD	AMOUNT
INTEREST CHARGE ON PURCHASES	\$75.83
INTEREST CHARGE ON CASH ADVANCES	\$0.00
INTEREST CHARGE ON BALANCE TRANSFERS	\$0.00
TOTAL INTEREST FOR THIS PERIOD	\$75.83
2023 TOTALS YEAR-TO-DATE CHARGED	AMOUNT
TOTAL FEES CHARGED IN 2023	\$71.00
TOTAL INTEREST CHARGED IN 2023	\$777.91

Interest Charge Calculation

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

CURRENT BILLING PERIOD: 30 DAYS

TYPE OF BALANCE	APR*	PROMO APR EXPIRES**	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	9.99%	***	\$9,234.82	\$75.83
Cash Advances	9.99%	***	\$0.00	\$0.00

V = VARIABLE RATE

Variable APRs will not exceed 29.99%.

* 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.

** This is the date your promotional rate expires and the remaining balance will be moved to your standard APR disclosed when you accepted the offer. Please note: Changing your payment due date may change your Promo APR Expiration Date.

*** For more information, please call us at 1-800-347-2683.

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