UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS

PROOF OF CLAIM

Name of Debtor Against Which You Assert Your Claim

YOU MUST SELECT A DEBTOR AGAINST WHOM YOU ASSERT YOUR CLAIM YOU SELECT A DEBTOR BY CHECKING ONE BOX ON THE OTHER SIDE OF THIS NOTICE NOTE Check one box only Creditors holding claims against more than one Debtor must file a separate claim in the case of each Debtor against whom the creditor asserts a claim A creditor will be bound by the Debtor named in its proof of claim

03103104119240

YOUR CLAIM IS SCHEDULED AS

CONSECO FINANCE CONSUMER DISCOUNT COMPANY (03 04702 CAD)

UNKNOWN UNSECURED CONTINGENT DISPUTED UNLIQUIDATED

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503

Name of Creditor and Address

03103104119240

SARAH A TRAVIS
C/O AARON MARINES BLAKINGER
BYLER & THOMAS
PC 28 PENN SQUARE
LANCASTER PA 17603

Creditor Telephone Number (717 299-1100

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars

☐ **Check box if you have never received any notices from the bankruptcy court in this case**

☐ Check box if this address differs from the address on the envelope sent to you by the court

The amounts reflected above if any constitute your claim as scheduled by the Debtor If you agree with the amounts set forth herein and have no other claim against the Debtor you do not need to file this proof of claim EXCEPT as stated below

If the amounts shown above are listed as Contingent, Unliquidated or Disputed a proof of claim must be filed

If you have already filed a proof of claim with the Bankruptcy Court or BMC you do not need to file

CREDITOR TAX I D # 199-62-7093

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR 733214167

Check here if this claim ☐ replace or ☐ amends a previously filed claim dated _____

1 BASIS FOR CLAIM

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Bondholder
☒ Personal injury/wrongful death
☐ Taxes
☒ Other (describe briefly) Breach of mortgage agreement
☐ Retiree benefits as defined in 11 U S C § 1114(a
☐ Wages salaries, and compensation (Fill out below)

Your social security number _____

Unpaid compensation for services performed from _____ (date) to _____ (date)

2 DATE DEBT WAS INCURRED

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM $ 100,000 00 (unsecured) $ _____ (secured) $ _____ (unsecured priority) $ 100,000 00 (total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim Attach itemized statement of all interest or additional charges

5 SECURED CLAIM

☐ Check this box if your claim is secured by collateral (including a right of setoff)

Brief description of collateral

☐ Real Estate
☐ Motor Vehicle
☐ Other _____

Value of collateral $ _____

Amount of arrearage and other charges at time case filed included in secured claim above if any $ _____

6 UNSECURED PRIORITY CLAIM

☐ Check this box if you have an unsecured priority claim

Specify the priority of the claim

☐ Wages salaries or commissions (up to $4 650*) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor s business whichever is earlier 11 U S C § 507(a)(3)
☐ Contributions to an employee benefit plan 11 U S C § 507(a)(4)
☐ Up to $2 100* of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6)
☐ Alimony maintenance or support owed to a spouse former spouse or child -11 U S C § 507(a)(7)
☐ Taxes or penalties owed to governmental units 11 U S C § 507(a)(8)
☐ Other Specify applicable paragraph of 11 U S C § 507(a) _____

Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

8 SUPPORTING DOCUMENTS *Attach copies of supporting documents* such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available explain If the documents are voluminous attach a summary

9 DATE-STAMPED COPY **To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of your claim**

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4 00 pm, Central Time on May 22, 2003

BY MAIL TO
Bankruptcy Management Corporation
ATTN Conseco Inc Claims
P O BOX 1042
El Segundo CA 90245-1042

BY HAND OR OVERNIGHT DELIVERY TO
Bankruptcy Management Corporation
ATTN Conseco Inc Claims
1330 East Franklin Avenue
El Segundo CA 90245

THIS SPACE FOR COURT USE ONLY

FILED

MAY 14 2003

BMC

ConsecoFinanceConsumerDiscount

4702000051

DATE SIGNED

SIGN and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any) Aaron S Marines, Esquire

Penalty for presenting fraudulent claim is a fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C

IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY PENNSYLVANIA
CIVIL ACTION - LAW

SARAH A TRAVIS

vs CI-02-07668

CONSECO FINANCE JURY TRIAL DEMANDED

TO THE WITHIN DEFENDANT

NOTICE

You have been sued in court If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defense or objections to the claims set forth against you You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff You may lose money or property or other rights important to you

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

Court Administrator
Office of Court Administration
50 North Duke Street
PO Box 3480
Lancaster, PA 17603-1881
(717) 299-8041

BLAKINGER, BYLER & THOMAS, P C

By Aaron Smarnes

Aaron S Marines, Esquire
Attorney I D #85728
28 Penn Square
Lancaster, PA 17603
(717) 299-1100
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

SARAH A TRAVIS

vs

CI-02-07668

CONSECO FINANCE

JURY TRIAL DEMANDED

COMPLAINT

1 Plaintiff is Sarah A Travis, an adult individual, residing at 16 Cedar Manor, Elizabethtown, PA 17022

2 Defendant is Conseco Finance, a corporation with a registered address of 105 Bradford Road, Suite 200, Stonewood Commons 111, Wexford, PA 15090

3 On August 26, 1996, Plaintiff entered into a manufactured home retail installment contract and security agreement for a mobile home, which agreement was assigned to Green Tree Consumer Discount Company (the "Contract')

4 The Plaintiff believes and therefore avers that Green Tree Consumer Discount Company and/or the Contract was purchased or otherwise assigned to the Defendant

5 The Contract required the Plaintiff to make payment to the Defendant in the amount of $259 71 per month On April 12, 2002, Plaintiff by phone authorized the Defendant to withdraw $259 71 from her account at Fulton Bank in Lancaster, PA via an electronic check This payment was remitted to Conseco Finance using check number 1192 A hard copy of the electronic check is attached hereto as Exhibit "A "

6 The electronic check, number 1192, was negotiated to the Defendant on or about April 17, 2002

7 On April 15, 2002, the Defendant withdrew an additional $259 71 from the Plaintiff's bank account (the "April 15th Withdrawal")

8 The Plaintiff did not authorize the Defendant to make the April 15th withdrawal

9 Nothing in the Contract authorized the Defendant to make the April 15th withdrawal from the Plaintiff's bank account

10 Because of the unauthorized April 15th withdrawal, the Plaintiff was left with insufficient funds to pay many of her other bills, including her lot rent, her gas, electric, and telephone bill

11 When the Plaintiff discovered that the unauthorized April 15th withdrawal had been taken from her bank account, on or about April 19, 2002, she immediately attempted to contact the Defendant and resolve the discrepancy in her account During the next approximately three weeks, the Plaintiff spoke to at least 18 different people in the Defendant's company These employees continually frustrated and misled the Plaintiff using any of the following practices

(a) Telling the Plaintiff that she had, in fact, authorized both the April 12th and April 15th withdrawal,

(b) Telling the Plaintiff that she had mailed her personal her check numbered 1192 for payment in the amount of $259 71 to the Defendant in addition to her electronic check numbered 1192, thus resulting in two withdrawals by the Defendant,

(c) Telling the Plaintiff that someone from the Defendant company tried to return her call at home, when in fact no such effort had been made,

(d) Transferring the Plaintiff's call to other offices owned or operated by the Defendant, including Rapid City, Iowa, Tempee, Arizona, South Dakota, and India,

(e) Defendant employees repeatedly told the Plaintiff that she was speaking to an employee located in the United States, when in fact she was speaking to Defendant representatives in India,

(f) When the Plaintiff asked to speak to a supervisor, Defendant employees would transfer her to another customer service representative with no supervisory authority,

(g) When the Plaintiff asked to be transferred to a supervisor, often she was told that she could not speak to a supervisor,

(h) Plaintiff was told by Defendant employees that she would receive a refund or a credit against her May Contract payment, which the employees had no authority to do and in fact did not do,

(i) A number of Defendant employees harassed and threatened the Plaintiff, calling her a liar, etc

12 In all, the Plaintiff spent at least fifteen (15) hours or more trying to talk with representatives from the Defendant to solve the problem of the April 15th withdrawal

13 It was later discovered that the Defendant erroneously took an extra withdrawal from the Plaintiff's bank account, without any authorization or instruction to do so

14 The Plaintiff suffers from Lupus, a chronic autoimmune disease that affects, among other things, the function of some of her vital internal organs

15 Because of her lupus, the Plaintiff has undergone two kidney transplants in the previous ten (10) years Because of these kidney transplants, the Plaintiff is required to take anti-rejection drugs Prior to the actions mentioned in this Complaint, the Plaintiff's lupus was in remission, and the Plaintiff showed no signs of rejection of her transplanted kidneys

16 High levels of stress or emotional distress can trigger a recurrence of the patient's lupus, and can increase the chance of rejection of her transplanted kidneys

17 Since the actions complained of hereinabove, and due to the Defendant's dilatory and wanton actions in disregard of the Plaintiff's well-being, the Plaintiff has encountered significant stress and emotional distress

18 The Plaintiff's severe emotional distress is believed to have caused a return of her lupus This return is evidenced by

(a) The Plaintiff's physical condition has deteriorated significantly,

(b) The Plaintiff has aches and is shaky and lightheaded, all symptoms of the return of her lupus,

(c) The Plaintiff's physical condition has worsened, in that her blood work shows a significantly increase risk of rejection of her kidneys,

(d) The Plaintiff has been subject to an increased frequency of tests and physician visits because of the deterioration of her physical condition and the reoccurrence of her lupus

COUNT I

VIOLATION OF THE FAIR CREDIT EXTENSION UNIFORMITY ACT

19 Paragraphs 1 through 18 are incorporated herein by reference

20 The Fair Credit Extension Uniformity Act, 73 P S § 2270 1 et seq prohibits the use of "Unfair or unconscionable means to collect or attempt to collect any debt" which includes "the collection of any amount, including any interest, fee, charge, or expense incidental to the principal obligation, unless such amount is expressly authorized by the agreement creating the debt or permitted by law "

21 The Defendant is a debt collector as defined by the Fair Credit Extension Uniformity Act

22 The Defendant's collection of the April 15th withdrawal was not authorized by the Plaintiff, by the Contract that created the debt, or by Operations Law As a result, the April 15th withdrawal was a violation of the Fair Credit Extension Uniformity Act

23 By definition, violations of the Fair Credit Extension Uniformity Act are violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (73 P S § 202 1 et seq ("UTPCPL")

24 Violations of the UTPCPL allow the Plaintiff to collect treble damages and all costs and fees, including attorney's fees, involved in bringing a suit

25 In bringing this present Complaint, the Plaintiff has incurred the following costs

(a) The unauthorized withdrawal from her account in the amount of $259 71, plus accompanying interest,

(b) Late fees and interest incurred by her inability to pay her lot rent, gas, electric, and phone bills, which are approximately $75 00,

(c) At least fifteen (15) hours attempting to resolve the problem with the Defendant, during which time she was deceived, lied to, and transferred from office to office without any meaningful help being provided The Plaintiff's damage on account of the time spent in this endeavor is an unliquidated amount to be determined at trial, and

(d) Because of the Plaintiff's inability to communicate with the Defendant, she incurred attorney's fees of a yet unliquidated amount

WHEREFORE, the Plaintiff requests that this Honorable Court enter judgment against the Defendant and in favor of the Plaintiff for the damages set forth herein

COUNT II

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

26 Paragraphs 1 through 25 are incorporated herein by reference

27 Defendant's actions in making the unauthorized April 15th withdrawal were intentional

28 The intentional actions of the Defendant caused the Plaintiff severe emotional distress, as described herein

29 Because of the severe emotional distress inflicted on the Plaintiff, the Plaintiff has suffered those physical injuries and the deterioration of her physical conditions as described herein

WHEREFORE, the Plaintiff respectfully requests this Court to enter a judgment against the Defendant and in favor of the Plaintiff for those damages described herein, which are believed to be

in excess of $50,000 00

COUNT III

NEGLIGENCE, INFLICTION OF EMOTIONAL DISTRESS

30 Paragraphs 1 through 29 are incorporated herein by reference

31 The Defendant had a duty, given by the Contract and by the Fair Credit Extension Uniformity Act, not to take money from the Plaintiff's account unless authorized by the Contract, by the Plaintiff, or by law

32 The Defendant's taking of the April 15th withdrawal was a breach of this duty

33 As a direct result of this breach, the Plaintiff has suffered the emotional and physical damages as outlined herein

34 The Defendant's actions in taking the unauthorized April 15th withdrawal are the approximate and legal cause of the Plaintiff's damages as set forth herein

WHEREFORE, the Plaintiff respectfully requests this Court to enter a judgment against the Defendant and in favor of the Plaintiff for those damages described herein, which are believed to be in excess of $50,000 00

COUNT IV

PUNITIVE DAMAGES

35 Paragraphs 1 through 34 are incorporated herein by reference

36 The Defendant's actions in making the unauthorized April 15th withdrawal were extreme and outrageous and in blatant disregards to the Plaintiff's property

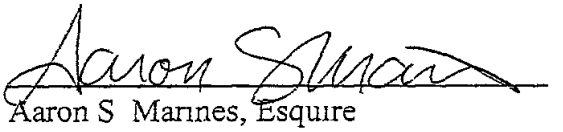
37 The Defendant's actions in continually misleading, lying to, harassing, and

threatening the Plaintiff were extreme and outrageous, and in blatant disregard to the Plaintiff's well-being

WHEREFORE, the Plaintiff requests that this Honorable Court award to the Plaintiff against the Defendant those punitive damages as the Court sees fit in this matter

Respectfully submitted,

BLAKINGER, BYLER & THOMAS, P C

By 

Aaron S Marines, Esquire
Attorney I D #85728
28 Penn Square
Lancaster, PA 17603
(717) 299-1100
Attorneys for Plaintiff

VERIFICATION

I verify that the statements made in the foregoing Complaint are true and correct This verification is made subject to the penalties of 18 Pa C S A § 4904, relating to unsworn falsification to authorities

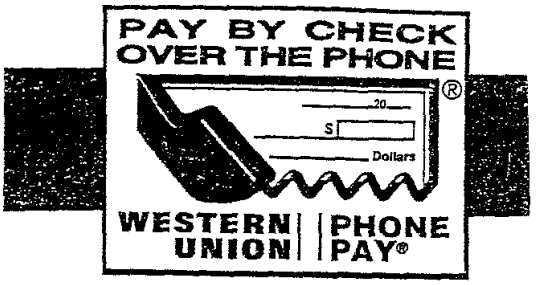
Sarah A Travis

Sarah A Travis

Dated August 19, 2002

CONSECO FINANCE
105 BRADFORD ROAD, STE 200
STONEWOOD COMMONS III
WEXFORD PA 15090

April 12, 2002



**********AUTO**ALL FOR AADC 170
SARAH TRAVIS
16 CEDAR MNR MHP
ELIZABETHTOWN PA 17022-8683

PAYMENT DESCRIPTION

Bank:	**FULTON BANK**
Bank Account Number:	**361947099**
Date of Check:	**Apr 12, 2002**
Payable To:	**CONSECO FINANCE**
Amount of Check for Payment:	**$259.71**
Customer Reference:	**733214167**

Dear SARAH TRAVIS

Based on your authorization during our telephone conversation at 08 07 A M , Apr 10, 2002, we have initiated an automated clearing house (ACH) debit to withdraw the amount described above from your specified bank account to make the payment that you requested
If you have any questions, or wish to make corrections to the information listed above, please contact us, ACCOUNT REPRESENTATIVE, at 800-245-1340

CONSECO FINANCE
105 BRADFORD ROAD, STE 200
STONEWOOD COMMONS III
WEXFORD PA 15090

Don t give out your bank account information over the phone unless you know the company and understand why the information is necessary

This is not a bill Do not mail payment

004271D0004231

Retain this letter for your records

EXHIBIT "A"

SARAH TRAVIS
16 CEDAR MANOR MHP
EILZABETHTOWN, PA 17022

FULTON BANK
ONE PENN SQ 7 N QUEEN ST
LANCASTER, PA 17602 2823

1192

04/12/2002

PAY TO THE ORDER OF Conseco Finance $259.71

** Two Hundred Fifty Nine and 71/100 ********** DOLLARS

MEMO 73321416-7 $259 71 VASHISR
1024

0012-2844

Verbally authorized by your depositor

⑈001192⑈ ⑆031301422⑆ 3619470991⑈ ⑈0000025971⑈

Check 0000000001192 Routing 03130142 Acct 00000361947099 Amount 259 71

FEDERAL RESERVE BOARD OF GOVERNORS

FULTON BANK
0695461690 04-17-02

001384

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

ENDORSE HERE

011000138
FLEET-MA MALDEN, MA 56
0383 125 2 05 03092000
0200656298

BBT
Blakinger Byler & Thomas P C

28 Penn Square
Lancaster PA 17603
717-299 1100
Fax 717 299 9529

Writer s Direct Dial Number
(717) 509-7277

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Aa on S Marines
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Also M mbe MD FL Bar

Charles B Grove Jr
(1958 1985)

Samuel S Wenger
(1938 1989)

M Elvin B ler
(1965 1992)

Of Counsel
Richard J Blakinger

Edward L Miller

May 9, 2003

Bankruptcy Management Corporation
ATTN Conseco, Inc Claims
P O Box 1042
El Segundo, CA 90245-1042

Dear Sir/Madam

Enclosed is a proof of claim form on behalf of Sarah A Travis in the bankruptcy of Conseco Finance Consumer Discount Company, No 03-04702-CAD Please return an acknowledge of this claim in the enclosed self addressed stamped envelope

Very truly yours,

BLAKINGER, BYLER & THOMAS, P C

Aaron S Marines

ASM slk
Enclosures
cc Sarah A Travis

#296616 1 (21552 001)