

01-1951-CD  
Direct Merchants Credit Card Bank -vs- Kathleen G.  
Burch

# CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE ONLY

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

14/2/01

Sent To	46-3-01
Street, Apt. No., or PO Box No.	325 Maple Ave. P.O. Box 452
City, State, ZIP+4	Dubuque IA 52001

PS Form 3800, May 2000

See Reverse for Instructions

7000-1670 0012 0856 2153

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

### **Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

COURT OF COMMON PLEAS

FROM

CLEARFIELD  
JUDICIAL DISTRICT


DISTRICT JUSTICE JUDGMENT

46TH

COMMON PLEAS No. 2001-1951-CD

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT <b>Direct Merchants Credit Card Bank</b>		MAG. DIST. NO. OR NAME OF D.J. <b>46-3-01</b>	
ADDRESS OF APPELLANT <b>17600 North Perimeter Drive</b>		CITY <b>Scottsdale</b>	STATE <b>AZ</b>
DATE OF JUDGMENT <b>11/5/01</b>		IN THE CASE OF (Plaintiff) <b>Direct Merchants Credit Card Bank</b> vs. <b>Kathleen G. Burch</b> (Defendant)	
CLAIM NO. TA 19 <b>CV-417-01</b> LT 19 _____		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 	

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

\_\_\_\_\_  
Signature of Prothonotary or Deputy

If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon \_\_\_\_\_, appellee(s), to file a complaint in this appeal  
(Name of appellee(s))  
(Common Pleas No. \_\_\_\_\_) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

\_\_\_\_\_  
Signature of appellant or his attorney or agent

RULE: To \_\_\_\_\_ appellee(s)  
(Name of appellee(s))

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Signature of Prothonotary or Deputy

FILED

DEC 03 2001

m/4:00/w  
William A. Shaw  
Prothonotary

COPIES TO ATT  
BY ATT

**PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT**

*(This proof of service MUST BE FILED WITHIN FIVE (5) DAYS AFTER filing the notice of appeal. Check applicable boxes)*

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_ ; ss

**AFFIDAVIT:** I hereby swear or affirm that I served

☐ a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on  
(date of service) \_\_\_\_\_, 19\_\_\_\_, ☐ by personal service ☐ by (certified) (registered) mail, sender's  
receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on  
\_\_\_\_\_, 19\_\_\_\_ ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to  
whom the Rule was addressed on \_\_\_\_\_, 19\_\_\_\_, ☐ by personal service ☐ by (certified) (registered)  
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
*Signature of affiant*

\_\_\_\_\_  
*Signature of official before whom affidavit was made*

\_\_\_\_\_  
*Title of official*

My commission expires on \_\_\_\_\_, 19\_\_\_\_.

**FILED**

DEC 8 2000

William A. Smith  
Prothonotary

Mag. Dist. No.: **46-3-01**

DJ Name: Hon.  
**PATRICK N. FORD**  
 Address: **309 MAPLE AVENUE**  
**P.O. BOX 452**  
**DUBOIS, PA**  
 Telephone: **(814) 371-5321** **15801**

NAME and ADDRESS  
**DIRECT MERCHANTS CREDIT CARD BANK**  
**P.O. BOX 356**  
**OLIN, NEIL & HALTRECHT**  
**WEST CHESTER, PA 19382**

VS.  
 DEFENDANT: NAME and ADDRESS  
**BURCH, KATHLEEN G**  
**21 EAST LONG AVE**  
**DUBOIS, PA 15801**

**DIRECT MERCHANTS CREDIT CARD BANK**  
**P.O. BOX 356**  
**OLIN, NEIL & HALTRECHT**  
**WEST CHESTER, PA 19382**

Docket No.: **CV-0000417-01**  
 Date Filed: **9/17/01**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **DEFAULT JUDGMENT DEF.**

☒ Judgment was entered for: (Name) **BURCH, KATHLEEN G**

☒ Judgment was entered against: (Name) **DIRECT MERCHANTS CREDIT CARD B**

in the amount of \$                     .00 on: (Date of Judgment) **11/05/01**

☐ Defendants are jointly and severally liable. (Date & Time)                                     

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/Act 5 of 1996 \$                                     

☐ Levy is stayed for            days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ <u>          .00</u>
Judgment Costs	\$ <u>          .00</u>
Interest on Judgment	\$ <u>          .00</u>
Attorney Fees	\$ <u>          .00</u>
Total	\$ <u>          .00</u>
Post Judgment Credits	\$ <u>                    </u>
Post Judgment Costs	\$ <u>                    </u>
	<u>=====</u>
Certified Judgment Total	\$ <u>                    </u>

Date:	Place:
Time:	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

*revised* **12-3-01** Date **Patrick N. Ford - PNF**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
                                     Date                                     , District Justice

My commission expires first Monday of January, **2006** SEAL

## COMMONWEALTH OF PENNSYLVANIA

COUNTY OF: Clearfield

## CIVIL COMPLAINT

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

Patrick N. Ford

Address: 309 Maple Avenue, PO 452  
Dubois, PA 15801

Telephone: 814-371-5321

PLAINTIFF:

NAME and ADDRESS

DIRECT MERCHANTS CREDIT CARD BANK  
c/o Olin Neil & Haltrecht  
PO Box 356 West Chester, PA 19381-0356

VS.

DEFENDANT:

NAME and ADDRESS

KATHLEEN G BURCH  
21 East Long Avenue  
Du Bois PA 15801-1912Docket No.: CV 417-01  
Date Filed:

	AMOUNT	DATE PAID
FILING COSTS	\$ <u>70 -</u>	<u>1 1</u>
SERVING COSTS	\$ <u>      </u>	<u>1 1</u>
TOTAL	\$ <u>      </u>	<u>1 1</u>

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$2,506.21 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

For past due balance on a credit card issued by plaintiff to defendant which balance includes purchases and/or cash advances, finance charges, late and/or, over limit charges, plus attorneys fees per terms and conditions of account.

\$2,004.97	Principal
\$ .00	Interest
\$501.24	Attorneys Fees
\$ .00	Credit
<u>\$2,506.21</u>	Balance

I, Burton Neil, Esquire, Atty for Plaintiff, verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C. S. § 4904) related to unsworn falsification to authorities.

(Signature of Plaintiff or Authorized Agent)

Plaintiff's

Attorney: Burton NeilTelephone: 610-696-3030Address: PO Box 356West Chester, PA 19381-0356

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow. If you are disabled and require assistance, please contact the Magisterial District office at the address above.

AOPC 308A-98

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:	<b>46-3-01</b>
DJ Name: Hon.	<b>PATRICK N. FORD</b>
Address:	<b>309 MAPLE AVENUE P.O. BOX 452 DUBOIS, PA 15801</b>
Telephone:	<b>(814) 371-5321 15801</b>

11/9/01 01841  
**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF: **OLIN NEIL & HALTRECHT**  
P.O. BOX 356  
WEST CHESTER, PA 19382

VS.  
DEFENDANT: **BURCH, KATHLEEN G**  
21 EAST LONG AVE  
DUBOIS, PA 15801

**DIRECT MERCHANTS CREDIT CARD BANK**  
P.O. BOX 356  
WEST CHESTER, PA 19382

Docket No.: **CV-0000417-01**  
Date Filed: **9/17/01**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**DEFAULT JUDGMENT DEF.**

☒ Judgment was entered for: (Name) **BURCH, KATHLEEN G**

☒ Judgment was entered against: (Name) **OLIN NEIL & HALTRECHT**

in the amount of \$ **.00** on: (Date of Judgment) **11/05/01**

☐ Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

☐ Damages will be assessed on: \_\_\_\_\_

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ \_\_\_\_\_

☐ Levy is stayed for \_\_\_\_\_ days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held: \_\_\_\_\_

Amount of Judgment	\$ <u><b>.00</b></u>
Judgment Costs	\$ <u><b>.00</b></u>
Interest on Judgment	\$ <u><b>.00</b></u>
Attorney Fees	\$ <u><b>.00</b></u>
<b>Total</b>	\$ <u><b>.00</b></u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	\$ _____

Date:	Place:
Time:	

**ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.**

**11-5-01** Date **Patrick N. Ford - PNF**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
\_\_\_\_\_, Date \_\_\_\_\_, District Justice

My commission expires first Monday of January,

**2006**

SEAL



OLIN, NEIL & HALTRECHT

By: Burton Neil, Esquire

Identification No. 11348

26 South Church Street

West Chester, PA 19380

(610) 696-3030

Attorney for Plaintiff

DIRECT MERCHANTS CREDIT CARD BANK

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

: NO. 2001-1951-20

KATHLEEN G BURCH

Defendant

: CIVIL ACTION - LAW

**COMPLAINT  
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 (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claim 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.**

**LAWYER REFERENCE AND  
INFORMATION SERVICE**

David S. Meholick, Court Admn.

Clearfield County Courthouse

Clearfield, PA 16830

Telephone No. 814-765-2641

**FILED**

DEC 03 2001

m / 4:00 / wa 

William A. Shaw  
Prothonotary

NO CERT COPIES

# FILED

OLIN, NEIL & HALTRECHT  
By: Burton Neil, Esquire  
Identification No. 11348  
26 South Church Street  
West Chester, PA 19382  
610-696-2120  
Attorney for Plaintiff

DEC 03 2001  
M/4:00/WR  
William A. Shaw  
Prothonotary  
no c/c  
E. Shaw  
P.D.  
BY KATY

DIRECT MERCHANTS CREDIT CARD BANK  
17600 North Perimeter Drive  
Scottsdale, Arizona

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

: NO. 2001-1951-CD

KATHLEEN G BURCH  
21 East Long Avenue  
Du Bois, PA

Defendant

: CIVIL ACTION - LAW

## Complaint

1. The plaintiff is Direct Merchants Credit Card Bank, a business corporation, with place of business located at 17600 North Perimeter Drive, Scottsdale, Arizona.
2. The defendant is Kathleen G. Burch, who resides at 21 East Long Avenue, Du Bois, Clearfield County, Pennsylvania..
3. At the defendant's request, plaintiff issued the defendant a credit card for the defendant's use in making credit purchases and securing cash advances subject to the terms and conditions governing the use of the credit card. Attached hereto, made a part hereof and marked Exhibit A is a true and correct copy of the terms and conditions.
4. The defendant accepted the credit card and the terms and conditions governing its use for the purchase of goods, merchandise and services and/or for cash advances from vendors who accepted plaintiff's credit card. In using the credit card, the defendant agreed to comply with the terms and conditions governing its use which included the obligation to pay plaintiff for all charges made in full upon receipt of the statement or in installments subject to monthly finance charges.
5. The defendant utilized the credit card by making/obtaining purchases of goods, merchandise and services and/or cash advances from vendors who accepted the credit card. Monthly statements were sent to the defendant which detailed the charges made to the account including finance charges, late and/or, over limit charges. The balance due for the charges made by the defendant including any finance charges, late or over limit charges is \$2,506.21.

6. Defendant did not pay the balance due in full upon receipt of the billing statements and failed to make the required minimum monthly payment set forth in the billing statement. As such, defendant is in default of the terms and conditions governing the use of the credit card.

7. Although demand has been made by plaintiff upon defendant to pay the sum of \$2,506.21, the defendant failed and refused to pay all or any part thereof.

8. Plaintiff alleges it is entitled to recovery of its attorneys fees from defendant pursuant to the terms and conditions governing the account. Plaintiff seeks recovery of attorneys fees in the sum of \$501.24.

Wherefore, plaintiff demands judgment against the defendant in the sum of \$2,506.21, attorneys fees in the sum of \$501.24 and the costs of this action.

OLIN, NEIL & HALTRECHT

By: 

Burton Neil, Esquire  
Attorney for Plaintiff

The law firm of Olin, Neil & Haltrecht is a debt collector.

for all use by such a user. To terminate this authority, you must retrieve the credit card from the previously authorized user and return it to us at the aforementioned address along with a letter explaining why you are doing so.

#### LOST OR STOLEN CREDIT CARDS) AND/OR CHECKS

You agree to notify us immediately if your card(s) or any transfer or convenience checks are lost or stolen. You may notify us by calling 1 800 265-9988.

#### CHANGE OF NAME, ADDRESS, TELEPHONE NUMBER OR EMPLOYMENT

You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment. Send changes to Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222.

#### FOREIGN TRANSACTIONS

If you effect a transaction at a merchant that settles in a currency other than U.S. dollars, MasterCard International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to its members, to issue MasterCard cards. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by one percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

#### APPLICABLE LAW

This Agreement and your Account will be governed by federal law and the laws of Utah, whether or not you live in Utah and whether or not your Account is used outside of Utah. This Agreement is entered into in Utah and all credit under the Agreement will be extended from Utah. All terms and conditions of this Agreement (including the change of terms provision, the applicable law provision, and the finance charge, late charge, returned check charge, over limit charge, and research charge provisions) are deemed to be material to the determination of the finance charge.

#### ASSIGNMENT OF ACCOUNT

We may sell, assign or transfer your Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

#### PRIVACY PRACTICES

You agree that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies, and that we may use this information to credit or suspend your credit privileges under this Agreement even if you are not in default with us. You also agree that we may, on a regular basis, furnish purchase, transaction, credit and experience information regarding your Account to others seeking such information, including our affiliates and other third parties. You authorize us to share such information contained on your application with our affiliates and other third parties. If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a credit reporting agency. You agree that any government agency may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you and to other Cardholders.

#### UPDATED FINANCIAL AND OTHER INFORMATION

Upon request, you agree to promptly give us accurate financial and other information about yourself.

#### SEVERABILITY

If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable. Your credit card is issued under this Agreement by Direct Merchants Credit Card Bank™, National Association, Salt Lake City, Utah.

First Data Resources provides processing services for Direct Merchants Credit Card Bank, National Association. You may write to us at: P.O. Box 21222, Tulsa, Oklahoma 74121-1222.

#### YOUR BILLING RIGHTS — KEEP THIS NOTICE FOR FUTURE USE

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

#### NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number;
- The dollar amount of the suspected error;
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure of.

#### YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone to whom we furnished credit information about you that you have a question about your bill. And we must tell you the name of anyone to whom we gave this information. We must tell anyone we report to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

#### SPECIAL RULE FOR CREDIT CARD PURCHASES

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
  - (b) The purchase price must have been more than \$50.
- These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

## MasterCard DIRECT MERCHANTS BANK<sup>SM</sup>

# Cardholder Agreement

## AGREEMENT TO TERMS — USE OF YOUR ACCOUNT — DEFINITION OF PARTIES

This is the Agreement which covers your credit card account (called your "Account") with us. You and Direct Merchants Credit Card Bank™, National Association, will be bound by it from the first time you use the Account. If your Account is a joint Account, you and your joint Account holder each promise to pay and are jointly and individually responsible for all amounts due under this Agreement.

In this Agreement, and in your monthly statements, the words "you," "your" refer to all persons named on the credit card application, credit card or acceptance form, and the words "we," "us," and "our" refer to Direct Merchants Credit Card Bank™, National Association.

#### PROMISE TO PAY

You promise to pay for: (a) credit extended by Direct Merchants Credit Card Bank, National Association, to you or to anyone whom you permit to use this Account; (b) finance charges, late charges, and other administrative charges (e.g., returned check charges, research charges) provided in this Agreement; and (c) collection costs and attorneys' fees as permitted by applicable law if your Account should go into default.

We can accept late or partial payments, or checks or money orders marked "Payment in Full" or otherwise restrictively endorsed without losing any of our rights under this Agreement.

#### CASH ADVANCES

The term cash advance is defined as and includes the following transactions: (a) Automated Teller Machine (ATM) transactions; (b) transfer and convenience check transactions; and (c) in bank transactions. Convenience checks are used the same as personal checks. Both transfer and convenience checks are drawn on your Account and billed on your statement. There is a cash advance transaction fee applied to every cash advance transaction. The cash advance transaction fee is equal to 2% of the cash advance, with a minimum fee of \$2 per transaction.

#### MAXIMUM CREDIT LINE

You may obtain credit by any means approved by us until the total unpaid balance of your Account reaches your maximum credit line. Your cash advance credit limit may be limited to 50% of your maximum credit line. You agree not to allow your total unpaid balance, including finance charges and other charges, to exceed your maximum credit line. We are not required to make cash advances (including accepting transfer or convenience checks or ATM transactions) or extend credit for purchases, at your request if you have exceeded your credit line, but if we do, you agree to pay us that excess amount, plus applicable finance charges and an over limit fee, immediately. Your credit line amount is defined on the enclosed Cardholder Agreement directly above your credit card.

#### STATEMENTS

We will send you a statement covering each billing cycle in which you have a balance in excess of \$1. The statement will reflect: (a) payments, credit, purchases, cash advances, finance charges, and all other charges made to your Account during the billing cycle; (b) the minimum payment you must make (called the "minimum payment") and the date by which the

EXHIBIT A

minimum payment must be paid in order to avoid late charges, and (c) your available credit.

#### PAYMENT

Payment is due when you receive your statement each month. We will not impose any late charges if you pay at least the minimum payment reflected in your statement by the date specified, which will always be 25 days from the statement date. If you wish, you may pay more than the minimum payment and at any time you may pay the entire amount due for the current billing cycle (called "new balance"). Send payments to Cardholder Services, P.O. Box 2108, Omaha, Nebraska 68101-2108.

The minimum payment each month will be equal to 2% of the new balance or \$10, whichever is greater, or the amount of the new balance if less than \$10, plus:

- (a) any past due amounts appearing on your statement; and
- (b) the amount by which the new balance exceeds your credit line.

All payments by mail must be made by check or money order. Payments may not be made using a transfer or convenience check. You agree that any payment you make may be returned to you without applying it to your Account and without prepayment or protest, for reasons including, but not limited to, that the check or money order: (1) is not drawn on the U.S. Post Office or a financial institution located in the United States; (2) is missing a signature; (3) is drawn with different numeric and written amounts; (4) contains a restrictive endorsement; (5) is post dated; (6) is not payable to Direct Merchants Bank, or Direct Merchants Credit Card Bank, N.A.; (7) is not payable in U.S. dollars; (8) is not paid upon presentation; or (9) is drawn on a transfer or convenience check. You agree to pay any bank collection fees we incur for any check payments made in U.S. dollars drawn on a financial institution not located in the United States. All payments under this Agreement must be received at the address specified on your billing statement.

#### ANNUAL FEE

There is an annual fee of \$30 for the Account. The first annual fee will be billed approximately 90 days after your Account is opened and then once per year during the month in which your Account was originally opened.

#### HOW WE FIGURE FINANCE CHARGES

The periodic finance charge is calculated separately for purchases and cash advances. To calculate the finance charge for purchases, we multiply the average daily balance for purchases times the monthly periodic rate for purchases. There is no finance charge for purchases when a grace period applies. To calculate the finance charge for cash advances, we multiply the average daily balance for cash advances times the monthly periodic rate for cash advances, then add applicable cash advance transaction fees. The Account is subject to a minimum finance charge of \$ .50.

#### AVERAGE DAILY BALANCES

We calculate average daily balances separately for purchases and for cash advances. In each case, we start by calculating a "daily balance" for each day in the billing cycle.

- The daily balance of purchases for any day is equal to the previous day's daily balance for purchases plus any new purchases, and any other charges that we add that day and minus any payments and credits we apply to purchases that day.
- We add **NEW PURCHASES** to the daily balance on the purchase date.

If **ADJUST CHARGES** (like annual fees, late charges, over limit charges and finance charges) appear on a monthly periodic statement, we add them to your daily balance on the day following the closing date of the statement.

We apply **PAYMENTS AND CREDITS** on the day they are received.

- The daily balance of cash advances on any day is equal to the previous day's daily balance for cash advances, plus any new cash advances made that day and minus any payments and credits applied to cash advances that day. If you incur cash advance transaction fees during the period covered by a monthly periodic statement, we add them

to your daily balance on the day following the closing date of the statement. We treat any cash advances obtained by transfer or convenience checks as having been made on the transaction date shown on your periodic statement.

After we have calculated all the daily balances for a monthly billing cycle, we add the daily balances for purchases and the daily balances for cash advances, and then divide each sum by the number of days in the billing cycle. The resulting amounts are the average daily balances for purchases and cash advances.

#### MONTHLY PERIODIC RATE

The monthly periodic rate (as of February, 1996) is 1.87%, which corresponds to an ANNUAL PERCENTAGE RATE of 22.43%. The monthly periodic rate is a variable rate that may increase or decrease if the highest prime rate published in *The Wall Street Journal* (the "prime rate") increases or decreases. The monthly periodic rate for any monthly billing cycle will be one-twelfth of the sum of 14.20% plus the prime rate published on the third Tuesday of the month preceding the month in which that billing cycle ends. However, the monthly periodic rate may never fall below 1.54% regardless of the level of the prime rate. An increase in the monthly periodic rate may increase the minimum payment due on your Account.

#### ADJUSTING FOR GRACE PERIODS

"Grace periods" are periods during which we impose no finance charges on purchases. We impose no finance charge on a purchase added to your daily balance during the billing cycle covered by a periodic statement if that statement shows no previous balance or shows that the previous balance was paid in full within 25 days. Also, we impose no additional finance charge on any purchases included in the new balance of a monthly periodic statement if you pay the new balance in full on or before the date specified in your statement.

#### LATE CHARGE

At least the minimum payment amount shown on your statement is due each month when you receive your statement. We may impose a \$15 late charge if you do not pay at least the minimum payment by the date specified in your statement, which will always be 25 days from the statement date.

#### OVER LIMIT FEE

If you go over your credit line, you will be billed an over limit fee of \$15. This fee will be imposed only once per billing cycle, but will be imposed in each billing cycle that you remain over your credit line.

#### RETURNED CHECK CHARGE

You agree to pay \$15 each time you make a payment on your Account with a check that is returned unsatisfied by your bank or other financial institution.

#### RESEARCH CHARGES

You agree to pay \$5 for each sales slip, statement, transfer or convenience check copy you request if more than one copy is requested per year.

#### APPLICATION OF PAYMENTS

We apply your payments in the following order: to any unpaid finance charges, administrative charges, promotional balances, cash advances, and purchases.

#### CHANGE OF TERMS (including finance charges)

SUBJECT TO APPLICABLE LAW, WE MAY CHANGE OR TERMINATE ANY TERM OF THIS AGREEMENT OR ADD NEW TERMS AT ANY TIME, WITHOUT LIMITATION, INCLUDING ADDING OR INCREASING FEES, INCREASING YOUR MONTHLY MINIMUM PAYMENT AND INCREASING THE RATE OR AMOUNT OF FINANCE CHARGES, OR CHANGING THE METHOD OF COMPUTING THE BALANCE UPON WHICH FINANCE CHARGES ARE ASSESSED. PRIOR WRITTEN NOTICE WILL BE PROVIDED TO YOU WHEN REQUIRED BY APPLICABLE LAW. CHANGES MAY APPLY TO BOTH NEW AND OUTSTANDING BALANCES.

#### DEFAULT AND TERMINATION OF AGREEMENT

You will be in default under this Agreement upon: (a) your failure to make at least the minimum payment by the date specified in your statement; (b) your violation of any other provision of this Agreement; (c) your death; (d) your becoming the subject of bankruptcy or insolvency proceedings; (e) your becoming the subject of attachment, foreclosure, repossession, lien, judgment or garnishment proceedings; (f) your failure to supply us with any information we reasonably deem necessary; (g) your supplying us with misleading, false, incomplete or incorrect information; (h) our receipt of information that you are unwilling or unable to perform the terms or conditions of this Agreement; (i) our receipt of information from third parties, including credit reporting agencies, which indicates a serious delinquency or charge-off with other creditors; or (j) your moving out of the U.S. After your default, your Account balance will continue to accrue finance charges at the contract rate. Balances outstanding under this Agreement when your credit line is reduced or terminated will continue to accrue finance charges until paid in full and are subject to all the terms and conditions of this Agreement. Upon default, we have the right to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, to require you to pay your entire Account balance including all accrued but unpaid charges immediately, and to sue you for what you owe. You will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by applicable law. Upon default, we will apply your payments first to attorneys' fees and then in the order set forth under Application of Payments.

#### CREDIT AUTHORIZATIONS

Some transactions will require our prior authorization and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for any refusal to accept or honor your card.

#### CARD RENEWAL

Cards are issued with an expiration date. We have the right not to renew your card for any reason.

#### CARD CANCELLATION

The credit, transfer and convenience checks issued to you remain our property. Upon cancellation, you agree to return your card(s) and any unused transfer or convenience checks to us.

#### CLOSING YOUR ACCOUNT

You can cancel or close your Account by writing to us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. Your notice becomes effective within five days after we receive it. If you cancel the Account, you must immediately pay everything you owe us, including any amounts owed but not yet billed to you. If you do not pay us immediately, outstanding balances will continue to accrue finance and other charges and be subject to the terms and conditions of this Agreement. You also agree to return your card(s) and any unused transfer and/or convenience checks to us. We will not honor any transfer or convenience check written on your Account if we receive the check after your Account is cancelled.

#### LIABILITY FOR UNAUTHORIZED USE

You should retain your copies of all charge slips until you receive your statement, at which time you should verify that the charges are true and the amounts are correct. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given by you immediately upon learning of the loss, theft or possible unauthorized use by calling us at 1-800-305-9888 or writing us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. In any case, your liability for unauthorized use of your credit card will not exceed \$50. However, unauthorized use does not include use by a person to whom you have given the credit card or authority to use the Account, and you will be liable

**VERIFICATION**

Ruth A. Kenny is Agency Assistant  
(Name of authorized representative) (Title or Position)  
for Direct Merchants Credit Card, the within Plaintiff, and makes this  
(Name of Company) Bank, N.A.

statement on its behalf as to the truthfulness of the facts set forth in the foregoing Complaint subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 12 NOV 2001

Ruth A. Kenny  
Name

**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

12/2/01

Sent To

Street, Apt., No., or PO Box No.

City, State, ZIP+4

PS Form 3800, May 2000

See Reverse for Instructions

7000 1670 0012 0856 2146

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**



01-1951-00

**PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT**

(This proof of service MUST BE FILED WITHIN FIVE (5) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Chester : ss

and attested copy of the original  
statement filed in this case

**AFFIDAVIT:** I hereby swear or affirm that I served

☒ a copy of the Notice of Appeal, Common Pleas No. 2201-1951 CD, upon the District Justice designated therein on  
(date of service) 12/12, 2001, ☐ by personal service ☒ by (certified) (registered) mail, sender's  
receipt attached hereto, and upon the appellee, William A. Shaw, on  
12/12, 2001 ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto.

☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to  
whom the Rule was addressed on \_\_\_\_\_, 19\_\_\_\_, ☐ by personal service ☐ by (certified) (registered)  
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME  
THIS 12<sup>th</sup> DAY OF December, 192001

Joanne M. DiFrancesco  
Signature of official before whom affidavit was made

Notary Public  
Title of official

My commission expires on July 25, 192005

[Signature]  
Signature of affiant

**NOTARIAL SEAL**

Joanne M. DiFrancesco, Notary Public  
City of West Chester, Chester County  
My Commission Expires July 25, 2005

**FILED**

DEC 13 2001

William A. Shaw  
Prothonotary

COURT OF COMMON PLEAS

CLEARFIELD  
JUDICIAL DISTRICT

46TH


FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2001-1951-CD

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT <b>Direct Merchants Credit Card Bank</b>		MAG. DIST. NO. OR NAME OF D.J. <b>46-3-01</b>	
ADDRESS OF APPELLANT <b>17600 North Perimeter Drive</b>		CITY <b>Scottsdale</b>	STATE <b>AZ</b>
DATE OF JUDGMENT <b>11/5/01</b>		IN THE CASE OF (Plaintiff) <b>Direct Merchants Credit Card Bank</b>	
CLAIM NO. TA 19 <b>CV-417-01</b> LT 19		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 	
		DEFENDANT <b>Kathleen G. Burch</b>	

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case. I hereby certify this to be a true and attested copy of the original statement filed in this case.

Signature of Prothonotary or Deputy

If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

DEC 03 2001

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when a Plaintiff was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee(s).

PRAECIPE: To Prothonotary

Prothonotary/  
Clerk of Courts

Enter rule upon \_\_\_\_\_, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. \_\_\_\_\_) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To \_\_\_\_\_ appellee(s)  
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: **DEC 11 2001**

NOTARIAL SEAL  
Joanne M. G. [illegible]  
City of West Chester, Delaware County  
Notary Public

William A. Mailliard  
Prothonotary

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

DJ Name: Hon.

**PATRICK N. FORD**

Address: **309 MAPLE AVENUE**

**P.O. BOX 452**

**DUBOIS, PA**

Telephone: **(814) 371-5321** **15801**

**PATRICK N. FORD**  
**309 MAPLE AVENUE**  
**P.O. BOX 452**  
**DUBOIS, PA 15801**

AMENDED 12-3-01

**NOTICE OF JUDGMENT/TRANSCRIPT**  
**CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

**DIRECT MERCHANTS CREDIT CARD BANK**

**P.O. BOX 356**

**OLIN, NEIL & HALTRECHT**

**WEST CHESTER, PA 19382**

**VS.**

DEFENDANT:

NAME and ADDRESS

**BURCH, KATHLEEN G**

**21 EAST LONG AVE**

**DUBOIS, PA 15801**

Docket No.: **CV-0000417-01**

Date Filed: **9/17/01**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**DEFAULT JUDGMENT DEF.**

**01-1951-CD**

☒ Judgment was entered for: (Name) **BURCH, KATHLEEN G**

☒ Judgment was entered against: (Name) **DIRECT MERCHANTS CREDIT CARD B**

in the amount of \$                     .00 on: (Date of Judgment) **11/05/01**

☐ Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ \_\_\_\_\_

☐ Levy is stayed for \_\_\_\_\_ days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ <u>                    .00</u>
Judgment Costs	\$ <u>                    .00</u>
Interest on Judgment	\$ <u>                    .00</u>
Attorney Fees	\$ <u>                    .00</u>
Total	\$ <u>                    .00</u>

Post Judgment Credits \$ \_\_\_\_\_

Post Judgment Costs \$ \_\_\_\_\_

Certified Judgment Total \$ \_\_\_\_\_

**FILED**

Date:	Place:
Time:	<b>DEC 19 2001</b> <b>11:00</b> <b>William A. Shaw</b> <b>Prothonotary</b>

**ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.**

**12-3-01** Date **Patrick N. Ford - PJF**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

\_\_\_\_\_, Date \_\_\_\_\_, District Justice

My commission expires first Monday of January,

**2006**

SEAL

COUNTY OF: Clearfield

## CIVIL COMPLAINT

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

Patrick N. Ford

Address: 309 Maple Avenue, PO 452  
Dubois, PA 15801

Telephone: 814-371-5321

PLAINTIFF:

NAME and ADDRESS

[ DIRECT MERCHANTS CREDIT CARD BANK ]  
c/o Olin Neil & Haltrecht  
[ PO Box 356 West Chester, PA 19381-0356 ]

VS.

DEFENDANT:

NAME and ADDRESS

[ KATHLEEN G BURCH ]  
21 East Long Avenue  
[ Du Bois PA 15801-1912 ]Docket No.: CV 417-01  
Date Filed:

	AMOUNT	DATE PAID
FILING COSTS	\$ <u>70 -</u>	<u>1 / 1</u>
SERVING COSTS	\$ <u>          </u>	<u>1 / 1</u>
TOTAL	\$ <u>          </u>	<u>1 / 1</u>

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$2,506.21 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

For past due balance on a credit card issued by plaintiff to defendant which balance includes purchases and/or cash advances, finance charges, late and/or, over limit charges, plus attorneys fees per terms and conditions of account.

\$2,004.97	Principal
\$ .00	Interest
\$501.24	Attorneys Fees
\$ .00	Credit
<u>\$2,506.21</u>	Balance

I, Burton Neil, Esquire, Atty for Plaintiff, verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C. S. § 4904) related to unsworn falsification to authorities.

  
(Signature of Plaintiff or Authorized Agent)

Plaintiff's

Attorney: Burton NeilTelephone: 610-696-3030Address: PO Box 356West Chester, PA 19381-0356

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow. If you are disabled and require assistance, please contact the Magisterial District office at the address above.

DIRECT MERCHANTS CREDIT CARD BANK  
17600 North Perimeter Drive  
Scottsdale, Arizona

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

VS.

: NO. 2001-1951-CD

KATHLEEN G. BURCH  
21 East Long Avenue  
Du Bois PA 15801-1912

Defendant

: CIVIL ACTION - LAW

**Praeipce for Default Judgment**

To the Prothonotary:


Please enter judgment by default for want of an answer in the above case in favor of the plaintiff and against the defendant, and assess damages as follows:

Principal:	\$2,004.97
Attorneys Fees:	\$501.24
Balance Due:	\$2,506.21

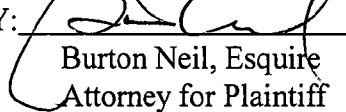
Understanding that false statements herein made are subject to penalty under 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, I verify that:

1. The above are the precise last-known addresses of the judgment debtor and creditor.
2. The annexed notice of intention to file this praecipe was mailed to all parties against whom judgment is to be entered and to their record attorneys, if any, after the default occurred, and at least ten days prior to the date of the filing of this praecipe.
3. The said defendant is not in the Military Service of the United States or its Allies or otherwise within the coverage of the Soldiers' and Sailors' Relief Act of 1940, as amended, is over 18 years of age and has a civilian occupations.

**JUDGMENT BY DEFAULT ENTERED  
AND DAMAGES ASSESSED AS ABOVE.  
NOTICE GIVEN UNDER P.A.R.CIV.P. 236**

  
Pro Prothonotary

BURTON NEIL & ASSOCIATES, P.C.

BY:   
Burton Neil, Esquire  
Attorney for Plaintiff  
I.D. #11348  
PO Box 356, W. Chester, PA 19381

In making this communication, we advise that our firm is a debt collector.

**FILED**

FEB 25 2002  
m 12:46 / atty. Neil pd \$20.00  
William A. Shaw not. to def. E  
Prothonotary Stat. to atty. HPA

BURTON NEIL & ASSOCIATES, P.C.  
BY: Burton Neil, Esquire  
Identification No. 11348  
26 South Church Street  
West Chester, PA 19382  
610-696-2120  
ATTORNEY FOR: Plaintiff

DIRECT MERCHANTS CREDIT CARD BANK  
Plaintiff

: IN THE COURT OF COMMON PLEAS  
:  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: NO. 2001-1951-CD  
:  
: CIVIL ACTION - LAW

VS.  
KATHLEEN G BURCH  
Defendant

NOTICE OF INTENTION TO FILE  
PRAECIPE FOR DEFAULT JUDGMENT

TO: Kathleen G. Burch  
21 East Long Avenue  
Du Bois PA 15801-1912

DATE OF NOTICE: January 17, 2002

IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or obligations to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

LAWYER REFERENCE AND  
INFORMATION SERVICE  
David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
Telephone No. 814-765-2641

BURTON NEIL & ASSOCIATES, P.C.

BY: 

Burton Neil, Esquire  
Attorney for Plaintiff

The firm of Burton Neil & Associates, P.C. is attempting to collect a debt.

BURTON NEIL & ASSOCIATES, P.C.  
BY: Burton Neil, Esquire  
Identification No. 11348  
26 South Church Street  
West Chester, PA 19382  
610-696-2120  
ATTORNEY FOR: Plaintiff

DIRECT MERCHANTS CREDIT CARD BANK

Plaintiff

VS.

KATHLEEN G. BURCH

Defendant

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 2001-1951-CD

: CIVIL ACTION - LAW

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :


SS

COUNTY OF CHESTER :

BURTON NEIL, ESQUIRE, being duly sworn according to law, deposes and says:

1. That he is attorney for Plaintiff in the above captioned action in the Susquehanna County Court of Common Pleas;
2. That on December 12, 2001, he served Plaintiff's complaint by certified mail with return receipt requested;
3. That on December 24, 2001, he served Plaintiff's complaint by regular mail, postage prepaid at defendant's request;
4. That to the date of this Affidavit, regular mail service of Plaintiff's complaint has not been returned;
5. That this Affidavit is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

DATED: 2/22/02

  
Burton Neil, Esquire, Affiant

In making this communication, we advise that our firm is a debt collector.

BURTON NEIL & ASSOCIATES, P.C.  
BY: Burton Neil, Esquire  
Identification No. 11348  
26 South Church Street  
West Chester, PA 19382  
610-696-2120  
ATTORNEY FOR: Plaintiff

DIRECT MERCHANTS CREDIT CARD BANK : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
VS.  
KATHLEEN G. BURCH : NO. 2001-1951-CD  
Defendant : CIVIL ACTION - LAW

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :


SS

COUNTY OF CHESTER :

BURTON NEIL, ESQUIRE, being duly sworn according to law, deposes and says:

1. That he is attorney for Plaintiff in the above captioned action in the Susquehanna County Court of Common Pleas;
2. That on December 12, 2001, he served Plaintiff's complaint by certified mail with return receipt requested;
3. That on December 24, 2001, he served Plaintiff's complaint by regular mail, postage prepaid at defendant's request;
4. That to the date of this Affidavit, regular mail service of Plaintiff's complaint has not been returned;
5. That this Affidavit is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

DATED: 2/24/02

  
Burton Neil, Esquire, Affiant

In making this communication, we advise that our firm is a debt collector.



COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Direct Merchants Credit Card Bank  
Plaintiff(s)

No.: 2001-01951-CD

Real Debt: \$2,506.21

Atty's Comm:

Vs.

Costs: \$

Int. From:

Kathleen G. Burch  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 25, 2002

Expires: February 25, 2007

Certified from the record this 25th of February, 2002



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment, Debt,  
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

BURTON NEIL & ASSOCIATES, P.C.  
BY: Burton Neil, Esquire  
Identification No. 11348  
26 South Church Street  
West Chester, PA 19382  
610-696-2120  
ATTORNEY FOR: Plaintiff

COPY

DIRECT MERCHANTS CREDIT CARD BANK

Plaintiff

VS.

KATHLEEN G. BURCH

Defendant

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 2001-1951-CD

: CIVIL ACTION - LAW

**RULE OF CIVIL PROCEDURE NO. 236 (REVISED)**

Notice is given that a JUDGMENT in the above captioned matter has been entered against  
you on February 25, 2002.

Prothonotary

By: \_\_\_\_\_  
Deputy

If you have any questions concerning the above, please contact:

Burton Neil, Esquire  
Attorney for Party Filing  
26 South Church Street  
West Chester, PA 19382  
Phone: 610-696-2120

In making this communication, we advise that our firm is a debt collector.