

02-1800-CD
Direct Merchants vs Jennifer Deed

02

2002-1800-CD

DIRECT MERCHANTS CREDIT

VS

JENNIFER A. DEEB

BURTON NEIL & ASSOCIATES, P.C.

By: Burton Neil, Esquire
Identification No. 11348
26 South Church Street
West Chester, PA 19380
(610) 696-2120
Attorney for Plaintiff

DIRECT MERCHANTS CREDIT CARD BANK : IN THE COURT OF COMMON PLEAS
17600 North Perimeter Drive, Scottsdale, AZ :
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
v.

: NO. 02-1800-CO

JENNIFER A DEEB
110 Wilson Avenue, DuBois, PA
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. Meholic, Court Admn.
Clearfield County Courthouse
Clearfield, PA 16830
Telephone No. 814-765-2641

FILED

NOV 15 2002

10/31/01 atty Neil pd \$85.00

William A. Shaw
Prothonotary

ICC Sherry

For all use by such a user, to terminate this authority, you must refile the credit and 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 CHECKS

You agree to notify us immediately if your credit or any transfer in convenience checks are lost or stolen. You may notify us by calling 1 800 365-9988.

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 will use its currency conversion procedure, which is disclosed to you in the transaction receipt. Currently, the currency conversion rate used to 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. A presentment is entered into in Utah and all credit under the Agreement will be extended from that point. The applicable law provision, and the finance charge, the charge, returned check charges, over limit charges, and research charge provisions, are deemed to be in 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 banks, and credit reporting agencies, and that we may use this information to extend or suspend your credit privileges under this Agreement even if you are not in default including our affiliates and other third parties. You authorize us to share such information, the term of your credit obligation, a negative report reflecting on your credit record may be submitted in 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 employees and representatives may inspect your telephone records and other information in order to evaluate the quality of our service to you and to other Cardholders.

UNPAID 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. National Association, 5th Floor 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. This notice contains important information about your rights and our responsibilities under the First 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 of Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222 at least 60 days after you receive your bill. You may also call us at 1-800-365-9988. We will investigate the error or problem and we 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 disputing.

YOUR RIGHTS AND OUR RESPONSIBILITIES FROM 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 is correct.

After we receive your letter, we cannot try to collect any amount you question, or report you pay any questioned amount while we investigate your question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay your bill until we are not in dispute. 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 60 days, telling about your dispute, you may not have to pay any finance charges until we have finished our investigation. If we find that you were right, we will stop reporting you as delinquent. If we find that you were wrong, we will report you as delinquent. We must tell you the name of the person who made the mistake on your bill, and we must tell you the name of the person who made the mistake on your bill. We must tell you the name of the person who made the mistake on your bill. We must tell you the name of the person who made the mistake on your bill.

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

SPECIAL RULES 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 filed a charge with us, we will not report you as delinquent until we have finished our investigation. If we find that you were right, we will stop reporting you as delinquent. If we find that you were wrong, we will report you as delinquent. We must tell you the name of the person who made the mistake on your bill, and we must tell you the name of the person who made the mistake on your bill. We must tell you the name of the person who made the mistake on your bill. We must tell you the name of the person who made the mistake on your bill.

(a) You must make the purchase at your home state or at a place 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 can prove the merchant, or if we notified you the merchantment for the property or services.

DIRECT MERCHANTS BANK

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 Bank, National Association, will be known as "we," "us," and "our" in this Agreement. If your Account is a joint Account, you and the other person named on the credit card application, credit card or acceptance form, and the "we," "us," and "our" refer to Direct Merchants Bank, National Association.

You promise to pay for: (a) credit extended by Direct Merchants Bank, National Association, to you or in anyone whom you permit to use this Account; (b) finance charges, and other administrative charges (e.g., returned check charges, research charges, over limit charges, and research charges) that we collect on your Account; and (c) any other charges that we collect on your Account, including any charges that we collect on your Account, including any charges that we collect on your Account.

The term "advance" is defined as and includes the following transactions: (a) Any transaction in which you or anyone whom you permit to use this Account, (b) finance charges, and other administrative charges (e.g., returned check charges, research charges, over limit charges, and research charges) that we collect on your Account; and (c) any other charges that we collect on your Account, including any charges that we collect on your Account.

There is a cash advance transaction fee applied in every cash advance transaction. The cash advance transaction fee is equal to 3% of the cash advance, with a minimum fee of \$5.00.

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 by the cash advance credit line, and you agree to allow your unpaid balance to reach the cash advance credit line, and you agree to allow your unpaid balance to reach the cash advance credit line.

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, credits, purchases, cash advances, finance charges, and all other charges made to your Account during the billing cycle; (b) minimum payment you must make to keep the "minimum payment" and the date by which

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

charges if you pay at least the minimum payment each month. We will not impose any late specified, which will trigger a payment reflected in your statement by the date more than the minimum payment is due from the statement date. If you wish, you may pay the current billing cycle (called "new balance"). Send payments to Cardholder Services, P.O. Box #168, Quana, Nebraska 68101-2168.

(b) If the new balance is less than \$10, plus:

(h) the amount by which the new balance exceeds your credit line. All payments by mail must be made by check or money order.

issuing a transfer or convenience check. You agree that any payment may not be made returned to you without applying it to your account and without presentation or proof, 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 not drawn on the signature; (3) is drawn with different numeric and written amounts; (4) contains a restriction endorsement; (5) is not cashed; (6) is not payable to Direct-Merchant Bank, or Direct Merchant 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 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.

There is an annual fee of \$30 for the Account. The first annual fee will be billed approximately 60 days after your Account is opened and then once per year during the month in which your Account was originally opened.

THESE FINANCE CHARGES

periodic finance charge is calculated separately for purchases and cash advances. To calculate the finance charge for purchases, we multiply the monthly periodic rate for purchases by the average daily balance for purchases during a grace period (period). To calculate the finance charge for purchases when a grace period applies, we multiply the finance charge for cash advances by the average daily balance for cash advances times the monthly periodic rate for purchases. When applicable cash advance transaction fees. The Account is subject to a minimum finance charge of 5.0%.

·AVERAGE FAMILY BALTANCERS

* The daily balance of purchases for you divided by the number of days in the billing cycle.

For purchases plus any new purchases and any other charges that we add that day and we add new balances to the daily balance at the end of each day.

If collections are not made on the purchase date, the collection charge (the amount less late charges) over bill 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.

The daily balance of cash advances on any day is equal to the previous day's daily balance (or 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 transactions later during the period covered by a monthly statement, they will be included in the next monthly statement.

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After we have calculated all the items, we print your daily balance on the day following the closing date of the statement. We treat your cash advances obtained by transfer or convenience checks as having been made on the transaction date shown on your periodic statement.

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.

THE FEDERAL RATE

ADJUSTING FOR ORDER PROMOTE

"Over and over"

Importance: The periods during which we impose no finance charges on purchases. We covered by a periodic statement if the statement shows any previous balance, or shows that the previous balance was paid in full within 35 days. Also, we impose an 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.

LYTIC ENZYME

*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.

CYBER-LIABILITY RISK

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.

·REIUNKO GIECK·CIIA R6N

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

ИЗДАТЕЛЬСТВО «НАУКА»

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

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

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

DEFINITION AND TERMINATION OF A GUERRENT

By clicking "I agree" under this Agreement upon: (A) your failure to make payment pursuant to the date specified in your statement; (B) your violation of this Agreement; (C) your death; (D) your becoming the subject of insolvency proceedings; or your becoming the subject of bankruptcy proceedings; (E) your becoming the subject of a judgment or judgment proceeding; (F) your failure to comply with the information necessary; (G) your supplying us with misleading, or incorrect information; (H) our receipt of information that you are supplying the terms or conditions of this Agreement; (I) our receipt of information including credit reporting agencies, which indicate a serious delinquency or other condition; or (J) your moving out of the U.S. After your delinquency will continue to receive future charges in the United States. Delinquency will continue to your credit line is reduced or cancelled will continue. Upon default, we have the right to terminate or suspend your credit and your credit Account balance, including all accrued but unpaid charges, interest, and fees, and you will pay our credit costs, reasonable attorney's fees, and we will apply your payments first to attorney's fees and then in the order:

CREDIT RISK RATINGS

single transaction will require our prior authorization and you may be required to provide identification. If our authorization system is not working, we may not be able to process your transaction, even if you have sufficient available credit. We will not be responsible for any refusal to accept CASH REFUND.

Credit are issued with an expiration date. We have the right, at our discretion, to void any credit for any reason.

CARD CANCELLATION

The credit(s) transfer and convenience checks issued to you remain our cancellation; you agree to return your credit(s) and any unused transfer to us.

CREATING YOUR ACCOUNT

[illegible]

When you receive your copies of all charge slips, you must certify that the charges are true and the amounts indicated are correct. If you do not, you will be liable for the unpaid balance of your credit card. You will not be liable for the charges after your entry is in the last, or if possible, immediately preceding, issue of your credit card. You will be liable by calling us at 1-800-393-5988, or writing us at CardioRx, P.O. Box 13122, Oklahoma City, OK 73153. In any case, your liability for misstatements or omissions will be limited to the amount of the charge. When you have signed the receipt, immediately give the slip and receipt to the person who issued the charge.

VERIFICATION

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

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: 10-3-02

✓ Ruth D. Kenny
Name

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13324

DIRECT MERCHANTS CREDIT CARD BANK

02-1800-CD

VS.

DEEB, JENNIFER A.

COMPLAINT

SHERIFF RETURNS

NOW DECEMBER 9, 2002 AT 10:30 AM EST SERVED THE WITHIN COMPLAINT ON
JENNIFER A. DEEB, DEFENDANT AT RESIDENCE, 110 WILSON AVE., DUBOIS,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JENNIFER DEEB A TRUE
AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO
HER THE CONTENTS THEREOF.
SERVED BY: COUDRIET/RYEN

Return Costs

Cost	Description
47.70	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

30th Day Of January 2003

William A. Shaw *WAS*

So Answers,

Chester A. Hawkins
Cy Mauder

Chester A. Hawkins
Sheriff

FILED

JAN 30 2003

William A. Shaw
Prothonotary

DIRECT MERCHANTS CREDIT CARD BANK
17600 N. Perimeter Drive, Scottsdale, AZ 62123
Plaintiff

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA

VS.

: NO. 02-1800-CD

JENNIFER A. DEEB
110 Wilson Avenue
DuBois, PA 15801-1248

Defendant : CIVIL ACTION - LAW

Praeipice for Default Judgment

To the Prothonotary:

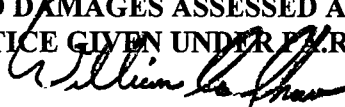
Please enter judgment by default for want of an answer in the above case in favor of the plaintiff and against the defendant, and assess damages as follows:

Principal:	\$7,065.00
Attorneys Fees:	\$1,656.00
Credit for payments	-75.00
TOTAL	\$8,646.00

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:

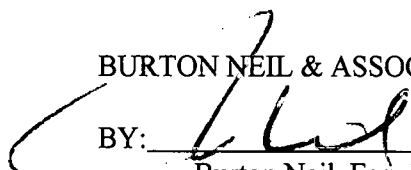
1. The above are the precise last-known addresses of the judgment debtor and creditor.
2. The annexed notice of intention to file this praeipice was mailed to all parties against whom judgment is to be entered and to their record attorneys, if any, after the default occurred, and at least ten days prior to the date of the filing of this praeipice.
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.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

The law firm of Burton Neil & Associates is a debt collector.

FILED 

MAR 07 2003

m131101 atty Neil pd 20.00
William A. Shaw not to pay.
Prothonotary Stat. to atty Neil

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. : NO. 02-1800-CD
JENNIFER A. DEEB : CIVIL ACTION - LAW
Defendant

NOTICE OF INTENTION TO FILE
PRAECIPE FOR DEFAULT JUDGMENT

TO: Jennifer A. Deeb
110 Wilson Avenue
DuBois, PA 15801-1248

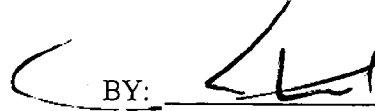
DATE OF NOTICE: February 4, 2003

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 Ext. 5982

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.

COPY

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

Direct Merchants Credit Card Bank
Plaintiff(s)

No.: 2002-01800-CD

Real Debt: \$8,646.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jennifer A. Deeb
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 7, 2003

Expires: March 7, 2008

Certified from the record this 7th of March, 2003

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

COPY

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
17600 N. Perimeter Drive, Scottsdale, AZ 62123
Plaintiff

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA

VS.

: NO. 02-1800-CD

JENNIFER A. DEEB
110 Wilson Avenue
DuBois, PA 15801-1248

Defendant

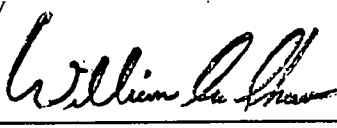
: CIVIL ACTION - LAW

RULE OF CIVIL PROCEDURE NO. 236 (REVISED)

Notice is given that a JUDGMENT in the above captioned matter has been entered against you on

March 7, 2003.

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

The law firm of Burton Neil & Associates is a debt collector.