

02-1801-CD  
Direct Merchants vs Patricia Marshall

02

2002-1801-CD  
DIRECT MERCHANTS CREDIT

VS

PATRICIA A. MARSHALL

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. 02-1801-CO  
PATRICIA A MARSHALL : CIVIL ACTION - LAW  
RR 2 Box 152, Mahaffey, PA Defendant

**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**

NOV 15 2002

10/320/02 by Neil pd 85.00  
William A. Shaw  
Prothonotary *(Cc: Sherry)*

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  
17600 North Perimeter Drive

Scottsdale, Arizona

Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA

v.

: NO.

PATRICIA A MARSHALL

RR 2 Box 152, Mahaffey, 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 Patricia A Marshall, who resides at RR 2 Box 152, Mahaffey, 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 \$9,745.00.

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 CHECKS

You agree to notify us immediately if your credit or my transfer in convenience checks are lost or stolen. You may notify us by calling 1-800-785-5998.

#### 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 chapter to Creditholder Services, P.O. Box 21227, Tulsa, Oklahoma 74121-2122.

#### FOREIGN TRAVEL CONDITIONS

If you effect a transaction at a merchant that resides in a currency other than U.S. dollars, MasterCard International Incorporated will convert the charge into U.S. dollar amount. Institution that issue MasterCard cards. Currently, the currency conversion rate used to rate on the wholesale rate in effect the day before the transaction (less any transaction fees).

The currency conversion rate used on the purchasing date may differ from the rate that would have been used on the purchase date or creditholder statement posting date.

This Agreement and your account will be governed by federal law and the laws of Utah. This Agreement is entered into in Utah and will be construed as if made in Utah. This Agreement will be governed by the laws of Utah and will be construed as if made in Utah. This Agreement will be governed by the laws of 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 draft charge, and research charges provision) are deemed to be incorporated in the determination of the financial charge.

#### ASSIGNMENT OF ACCOUNT

We may sell, assign or transfer your account or any portion thereof without notice to you, whether or not you live in Utah and whether or not your account is used outside of Utah. This

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#### 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, Tulsa, Oklahoma.

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

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

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

If you think your bill is wrong, or if you need more information about your rights, you may write to us at P.O. Box 21227, Tulsa, Oklahoma 74121-2122.

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10/22/2022 (398)

(6)

## DIRECT MERCHANTS BANK



DEFINITION OF PARTIES

This is the Agreement which governs your credit card account (called your "Account") you have with us. You are a Direct Merchants Credit Card Holder ("Holder"). Your Account will be bound by this Agreement and by the rules and regulations of the National Association.

DEFINITION OF TERMS — USE OF YOUR ACCOUNT

Use of your Account will be governed by the rules and regulations of the National Association.

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

This is the Agreement which governs your credit card account (called your "Account") you have with us. You are a Direct Merchants Credit Card Holder ("Holder"). Your Account will be bound by this Agreement and by the rules and regulations of the National Association.

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## VERIFICATION

Ruth A Kenny is Agency Assistant  
(Name of authorized representative) (Title or Position)  
for Street Merchants Credit Card <sup>1/3</sup> Bank NA, 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: 9-23-02

Ruth A Kenny  
Name

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 13321

**DIRECT MERCHANTS CREDIT CARD BANK**

**02-1801-CD**

**VS.**  
**MARSHALL, PATRICIA A.**

**COMPLAINT**

**SHERIFF RETURNS**

**NOW DECEMBER 9, 2002 AT 10:20 AM EST SERVED THE WITHIN COMPLAINT ON PATRICIA A. MARSHALL, DEFENDANT AT RESIDENCE, RR 2, BOX 152, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PATRICIA A. MARSHALL A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**SERVED BY: DAVIS/MORGILLO**

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
51.97	SHFF. HAWKINS PD. BY: ATTY.
10.00	SURCHARGE PD. BY: ATTY.

**Sworn to Before Me This**  
30<sup>th</sup> Day Of January 2003  
Chester A. Hawkins

**So Answers,**

  
Chester A. Hawkins  
Sheriff

**FILED**

*WAS*  
JAN  
FEB 30 2003

**William A. Shaw  
Prothonotary**

DIRECT MERCHANTS CREDIT CARD BANK  
17600 N. Perimeter Drive, Scottsdale, AZ 85254

Plaintiff

IN THE COURT OF COMMON PLEAS

CLEARFIELD COUNTY, PENNSYLVANIA

VS.

NO. 02-1801

PATRICIA A. MARSHALL  
10094 Ridge Road  
Mahaffey PA 15757

Defendant

CIVIL ACTION - LAW

**Praeclipe 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:	\$9,745.00
Attorneys Fees:	\$2,241.00
Credit for Payments	-500.00
 TOTAL	 \$11,486.00

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 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 PA.R.CIV.P. 236**

William A. Shaw  
\_\_\_\_\_  
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

11238/ath/Neil pd 90.00  
William A. Shaw  
Prothonotary  
not to Day  
Stat. to Ath/Neil.

02-492

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

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

VS.

PATRICIA A. MARSHALL

: NO. 02-1801

Defendant

: CIVIL ACTION - LAW

NOTICE OF INTENTION TO FILE  
PRAECIPE FOR DEFAULT JUDGMENT

TO: Patricia A. Marshall  
10094 Ridge Road  
Mahaffey PA 15757

DATE OF NOTICE: January 28, 2003

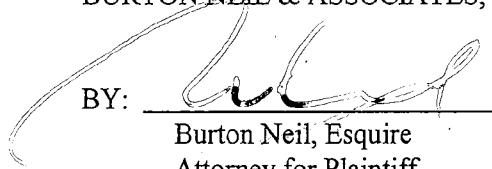
IMPORTANT NOTICE

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. Meholic  
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.

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. 02-1801

PATRICIA A. MARSHALL  
10094 Ridge Road  
Mahaffey PA 15757

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.

**COPY**

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

Direct Merchants Credit Card Bank  
Plaintiff(s)

No.: 2002-01801-CD

Real Debt: \$11,486.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Patricia A Marshall  
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

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.

PATRICIA A. MARSHALL

Defendant

: CIVIL ACTION - LAW

11,486.00

## PRAEICE TO SATISFY JUDGMENT

## TO THE PROTHONOTARY:

Mark the judgment **Satisfied** on payment of your costs only.

**BURTON NEIL & ASSOCIATES, P.C.**

By:

Burton Neil, Esquire  
Attorney for Plaintiff

**FILED**

OCT 17 2003

02-492

William A. Shaw  
Prothonotary



Law Offices  
Burton Neil & Associates, P.C.  
26 South Church Street  
P. O. Box 356  
West Chester, Pennsylvania 19382  
Telephone 610-696-2120 Fax 610-696-4111  
Burton.neil@burt-law.com  
October 9, 2003

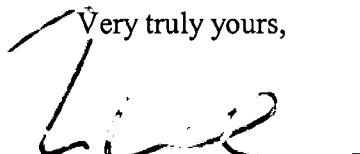
Refer to file no.

Patricia A. Marshall  
10094 Ridge Road  
Mahaffey PA 15757

RE: Direct Merchants Credit v. Patricia A. Marshall

Dear Mr. Marshall:

The enclosed Praeclipe to Satisfy judgment should be filed with the Prothonotary at the Clearfield County Courthouse which will indicate on the court's records that the judgment was satisfied.

Very truly yours,  
  
Burton Neil

BN/dld  
Enclosure

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

**FILED**

OCT 17 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

No.: 2002-01801-CD

Direct Merchants Credit Card Bank

Vs.

Patricia A Marshall

Debt: \$11,486.00

Atty's Comm.:

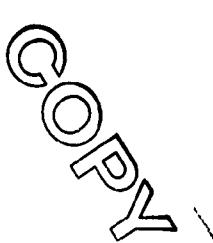
Interest From:

Cost: \$105.00

NOW, Friday, October 17, 2003 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 17th day of October, A.D. 2003.

  
\_\_\_\_\_  
Prothonotary

  
\_\_\_\_\_  
COPY