

03-20-CD
AMERICAN EXPRESS TRAVEL RELATED vs. KEITH ZELLGER

Ron Z. Opher, Esquire
Attorney for Plaintiff
Attorney#57507
P.O. Box 2245
Southeastern, PA 19399
(610) 902-0530

**American Express Travel Related
Services Company, Inc.**
200 Versey St.,
New York, NY 10285-3820

Plaintiff

v.

Keith Zeliger
1252 Treasure Lk
Du Bois, PA 15801

Defendant

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

NO. 03-20-CJ

COMPLAINT - CIVIL ACTION

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

LAWYER REFERRAL SERVICE
Clearfield County Bar Association
215 E Locust St
Clearfield, PA 16830
(814) 765-1581

Le han demandado a usted en la corte. Si usted quiere defendese de estas demandadas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notification. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus objectiones a las demandas en contra de su persona. Sea avisado que si usted no se defende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notification. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perdes dinero o sus propriedades o otros derechos importantes para usted.
LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASSISTENCIA LEGAL.

Servicio De Referencia Legal
Asociacion De Licenciados De Clearfield
215 E Locust St
Clearfield, PA 16830
(814) 765-1581

FILED

JAN 06 2003

**William A. Shaw
Prothonotary**

RON Z. OPHER, ESQUIRE
Attorney for Plaintiff
P.O. Box 2245
Southeastern, PA 19399
Telephone No.: (610) 902-0530

AMERICAN EXPRESS TRAVEL :
RELATED SERVICES COMPANY, INC. :IN THE COURT OF COMMON PLEAS
Plaintiff :Clearfield COUNTY, PA

Keith Zeliger :Docket No. _____
1252 Treasure Lk :
Du Bois, PA 15801 :
Defendant :

COMPLAINT - CIVIL ACTION

COUNT ONE

1. The Plaintiff herein is AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC., a New York Corporation., located at 200 Vesey St., New York, NY 10285-3820.

2. The Defendant herein is Keith Zeliger, an adult individual located at 1252 Treasure Lk, Du Bois, PA 15801.

3. Defendant borrowed from American Express Centurion Bank the sum of \$23027.18 over the course of the parties' cardholder relationship on account number 3727-630772-51000 as of the date of the last account statement being, September 10, 2002. A true and correct copy of said account statement is attached hereto and marked Exhibit "A".

4. Under the terms of the cardholder agreement, additional interest has accrued, and continues to accrue, from September 10, 2002, at the rate of 6% per annum. A true and correct copy of the relevant cardholder agreement terms is attached hereto and marked Exhibit "B".

5. In addition, Defendant agreed to be liable for Plaintiff's actual costs of collection, including court costs and attorney's fees; said attorney's fees being contingent on recovery, at the rate of 15%. See Exhibit "B".

6. Plaintiff has in all respects fulfilled all conditions precedent to its obligations on the contract and for bringing this Complaint for damages.

7. Despite repeated demand by Plaintiff, Defendant has refused and continues in failure and refusal to pay further sums due Plaintiff.

WHEREFORE, Plaintiff demands judgment in its favor against Defendant, in the amount of \$23027.18, together with interest at the contract rate of 6% per annum commencing in September 10, 2002, and attorney's fees at the rate of 15%, and costs of this action.

COUNT TWO

Plaintiff also claims alternatively on the basis of quantum meruit or Quasi Contract.

8. Paragraphs 1 through 7 above are incorporated herein by reference as though fully set forth.

9. Plaintiff was neither a volunteer nor an officious intermeddler.

10. Plaintiff provided said credit.

11. Plaintiff expected payment from the Defendant for said credit in the amount set forth above.

12. The amount claimed is the fair and reasonable market value for said credit .

WHEREFORE, Plaintiff demands judgment in its favor against Defendant, in the amount of \$23027.18, together with interest at the contract rate of 6% per annum commencing in September 10, 2002, and attorney's fees at the rate of 15%, and costs of this action.

Dated: December 6, 2002

BY 
Ron Z. Opher, Esquire
Attorney for Plaintiff
of counsel to Zwicker & Associates, P.C.

R136-1 16:35:37 RECOVERY MANAGEMENT SYSTEM ELIZDELG 12/03/02
 ACTIVE, View Financial Transactions Birthdate....: 7/01/59
 Acct...: 3727-630772-51000 Status.....: 511
 SOCIAL S 176503659 Cmkr N Product Type.: A02C
 Name...: ZELIGER, KEITH Officer.....: 2RLC55
 Name 2.: Recoverer....: 1816
 Address: 1252 TREASURE LK Bal 23027.18 Agncy/Atty....: ROAM
 Address: 814.226.1070 ACTV Interest %....: .00
 City...: DU BOIS PA 15801 Received.....: 9/10/02
 Ph(Off): 8143755330 Ph(Ho)..: 8143758991 Assigned.....: 0/00/00
 Date Time Code Description Sys Gen Posted Amount
11/29/02 10:03 1M512 AMEX ADV COSTS TO: RO CK#1070 325.00
9/10/02 15:12 10P11 PRINCIPAL 23027.18
 ***** END *****

F3 Go Back F13 Dbtr Smmry F14 Slct trans F15 View Bal F16 Invoice Roll Up/Down

EXHIBIT A



Cards

DUPLICATE COPY

Gold Card Statement of Account

Prepared For
KEITH L ZELIGERCustomer Service
800-327-2177
(24 hours / 7 days)
www.americanexpress.com

Page 1 of 4

Did you know you can
pay your American
Express bill By Phone?
Just call
1-800-I-PAY-AXP or
1-800-472-9297.
It's easy and ready
whenever you are.Closing Date
February 7, 2002 Account Number
3727-630772-51000

Previous Card Balance \$	Card Payments/Credits \$	New Card Charges \$	New Card Balance \$	Please Pay Immediately
20,143.96	0.00	584.85	20,728.81	

* Indicates posting date.

Urgent - cancellation pending. Pay by 03/01/02 to avoid delinquency charge.

Card Transactions for KEITH L ZELIGER
Card 3727-630772-51000Please refer to page 2
for important information
regarding your account

Activity for KEITH L ZELIGER

New Charges
Payments/Credits 0.00
0.00

Other Card Account Transactions

February 7, 2002* DELINQUENCY CHARGE ON 19,560.30 584.85

Total of Card Activity New Charges
Payments/Credits 584.85
0.00

↓ Please fold on the perforation below, detach and return with your payment. ↓

Continued on reverse

Payment Coupon

Account Number
3727-630772-51000Please Pay
ImmediatelyPlease enter account
number on all checks and
correspondence.Total Amount Due
\$20,728.81To avoid additional
Finance Charges on
Purchases, pay New
Balance before Payment
Due Date.Note any address and/or
telephone number change
on reverse side. Unless
you check here, this
change will apply to all of
your Card Accounts except
any Corporate Card
Accounts you may have.KEITH L ZELIGER
1252 TREASURE LK
DU BOIS PA 15801-9029

Mail Payment to:

AMERICAN EXPRESS
SUITE 0001
CHICAGO IL 60679-0001

EXHIBIT

Aug 2

0000372763077251000 002072881000058485 07HH



Cards

For questions about your
Membership Rewards account,
contact
1-800-AXP-EARN
(297-3276)

www.americanexpress.com/rewards

American Express
Membership Rewards
PO Box 297813
Ft. Lauderdale, FL 33329-9785

DUPLICATE COPY Membership Rewards® Monthly Statement and Program News

Page 3 of 4

Statement Period

December 1, 2001 - December 31, 2001

Account activity after this period does not appear on this statement

Prepared for

KEITH L ZELIGER

Membership Rewards® Account Number

1M08017204

Available Points

55,291Points are available when charges are paid in full and all your accounts are in
good standing.**Points do not have expiration dates.**

Account Summary

Opening points balance	66,303
New points earned	-11,012
Points transferred or redeemed	0
Reinstated points and adjustments	0
New points balance	=55,291

New Points Earned

12/01/01 - 12/31/01	Points Activity On Eligible Charges	Bonus Points Awarded	Forfeited Points Due To Late Payment	Total Points Activity Per Card
Gold 3727-630772-51000	6,919	0	-12,602 12/2001	-5,683
Corporate 3732-710324-01008	8,685	0	-14,014 12/2001	-5,329
Totals	15,604	0	-26,616	-11,012

Membership Rewards points earned may be transferred or redeemed as long as all enrolled Card accounts are in good standing. Points transferred or redeemed cannot be reversed back into the program. **Forfeited points can be reinstated for a fee by calling the number provided below.** Eligible Card charges are outlined in the Membership Rewards program Terms and Conditions in your 2001 *Rewards Guide*. If you have questions, please visit www.americanexpress.com/rewards or call 1-800-AXP-EARN (297-3276). From overseas, call collect 305-816-2799.

Earn More! New ways to earn points.

Announcing Banana Republic as a New Partner!

BANANA REPUBLIC
BANANAREPUBLIC.COM

The Membership Rewards® program is proud to announce its newest partner, Banana Republic! Starting February 15, 2002, you'll be able to redeem Membership Rewards points for Banana Republic GiftCards. Be sure to get your Banana Republic GiftCard by logging on to americanexpress.com/rewards or ask your customer service representative after February 15, 2002.

Call 1-800-AXP-EARN
(297-3276) or visit
www.americanexpress.com/rewards.

(Bonus ID 9383)

Offer ends 6/1/02. Redeemable for merchandise only and cannot be replaced if lost or stolen.

Magical Memories Await You at Disney!

Immerse yourself in the magic 24-hours a day with a **White Glove Magical Memories™ Vacation Package**, including accommodations, tickets, a choice of Disney's *Flex Feature* (one per person), choice of either *Disney Storytelling at Epcot®* or *Animal Stories Live!* at Disney's *Animal Kingdom®* Theme Park (one per person) and much more! Additionally receive **White Glove Treatment™**, offering savings on selected recreation, dining, merchandise and more throughout the *Walt Disney World®* Resort.

For complete package components, terms, conditions and how to redeem Membership Rewards points for this offer, visit online at www.americanexpress.com/disneyreward.

(Bonus ID 6258)



Redeem Points for Gift Certificates at Morton's Steakhouse!

Membership Rewards® announces one of our newest partners - Morton's, The Steakhouse. Now you can redeem your points for \$100 or \$250 certificates towards the ultimate dining experience. Morton's is known for its select menu and legendary hospitality - setting the standard for fine steak house dining. Morton's always makes it a night to remember.



Call 1-800-AXP-EARN
(297-3276) or visit
www.americanexpress.com/rewards.

(Bonus ID 8152)

Offer ends 6/1/02.

EXPIRED APR 4

Prepared for
KEITH L ZELIGER
Membership Rewards® Account Number
1M08017204

DUPLICATE COPY



Page 4 of 4



LINENS-N-THINGS
THAT'S A GREAT IDEA



Reward Yourself with Loews Cineplex Tickets!

Reward yourself, your friends and your family with Galaxy Combo tickets from Loews Cineplex, using *Membership Rewards®* points from American Express. Redeem 3,000 points for a package for two, including two unrestricted adult admissions, one medium popcorn, and two small sodas. Or, redeem 6,000 points for a package for four, including four unrestricted adult admissions, two medium popcorns and four small sodas. To redeem, visit www.americanexpress.com/rewards or call 1-800-AXP-EARN. Offer valid through 12/31/02.

Tickets are valid any day of the week, including holidays and weekends. Can be redeemed at all Loews Theatres, Cineplex Odeon Theatres, Magic Johnson Theatres, and Loews Cineplex Imax Theatres throughout the U.S. (Bonus ID 1450)

A New Reward from LINENS-N-THINGS!

New for 2002: Redeem your points for a certificate good for a nine-piece Henckels Pro "S" knife set from *Membership Rewards®* partner LINENS-N-THINGS. Or redeem for a \$50 certificate good toward merchandise at any LINENS-N-THINGS retail store. Visit www.lnt.com or call 1-800-LNT-8765 (568-8765) for the store nearest you.

Not combinable with any other American Express® certificate or establishment offer or promotion. Set includes: 8" Chef's knife, 3" paring knife, 6" utility knife, 8" bread knife, 5" serrated knife, 8" carving knife, 9" sharpening steel, kitchen shears, and hardwood block.

To redeem your *Membership Rewards* points for a LINENS-N-THINGS certificate, call 1-800-AXP-EARN (297-3276).

(Bonus ID 9061)

Free Shipping at Discovery Channel Stores!

Discovery Channel Store joins *Membership Rewards®*! To celebrate, we're offering free shipping and handling exclusively to Rewards enrollees. Just shop online at www.discoverystore.com and enter code **AMEXRWD** during checkout. You can also redeem points for certificates to use online at [discoverystore.com](http://www.discoverystore.com) or at more than 160 Discovery Channel Stores nationwide.

To get free shipping on orders of \$50 or more, shop at www.discoverystore.com using your American Express® Card and enter coupon code **AMEXRWD** during checkout.

(Bonus ID 2028)

Offer ends 4/30/02. Offer valid only for online purchases of \$50 or more at www.discoverystore.com. Offer valid for standard shipping within the continental U.S. only. Cannot be combined with any other offers or coupons. Not valid on items with special shipping and handling charges.

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AGREEMENT BETWEEN GOLD CARD MEMBER AND AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

WELCOME TO AMERICAN EXPRESS® GOLD CARD MEMBERSHIP:

Please read this Agreement thoroughly, because when you keep, sign or use the enclosed American Express Gold Card (including any renewal or replacement Card issued to you) you agree to the terms of this Agreement. If you do not wish to be bound by this Agreement, cut the Card in half. Since you asked us to issue the Card, you are the Basic Cardmember and you have an account with us. You may request that we issue a Card on your account to another person, and if we do, that person is called an Additional Cardmember on your account. The term Card refers to the American Express Gold Card issued to you and all other Cards issued on your account.

USING THE CARD

We welcome you to use the Card to purchase goods and services from establishments accepting the Card. You are responsible for paying all amounts charged to your account by either you or any Additional Cardmembers, which include, without limitation, purchases, amounts guaranteed by use of the Card, and all fees. You are responsible for paying for any purchase where you or an Additional Cardmember showed an intent to incur a charge, even if you have not signed a charge form or presented the Card.

You may not permit any other person to use the Card issued to you. However, you are responsible for payment of all charges made with Cards issued on your account, even if you have let someone else use the Card. You agree to notify us at once if the Card is lost or stolen or you suspect your account is being used without your permission.

You agree to use the Card only for legitimate purchases of goods or services and not for the purpose of obtaining cash from an establishment. We will not be responsible if any establishment refuses to honor the Card or for any other problem you may have with such establishment. You may return a purchase to an establishment accepting the Card for credit to your account, if that establishment permits such returns, but not for a cash refund. Remember that outside the United States, returns are usually more restricted.

The American Express Card has no pre-set spending limit. Each charge is evaluated in light of your spending and payment patterns on all your accounts with us and our affiliates, your experience with other creditors, and your personal resources known to us. We reserve the right to deny any request for authorization for a charge for any reason. We may also request additional information from you at any time.

If you provide authorization to a merchant to bill Charges on a recurring basis to your Card account ("Recurring Charge[s]"), and if a replacement Card has been issued to you (because, for example, your Card has been lost, stolen, canceled, upgraded or renewed), then we may provide such merchant with your current Card account status, account number and/or expiration date in order to permit the merchant to continue to bill the Recurring Charge to your current Card account until you notify us and the merchant that you have withdrawn your authorization.

ADDITIONAL CARDS

Additional Cardmembers do not have accounts with us. Any Additional Card may be cancelled by you or us. Additional Cards issued on your account must be used in a manner consistent with this Agreement. You also authorize us to discuss the account with Additional Cardmembers in the course of maintaining your account. We may, at our discretion, pursue Additional Cardmembers for payment of their own charges if you fail to pay those charges.

ANNUAL FEES

The annual Basic Card fee is \$75. The annual fee for each Additional Card on your account is \$35. The annual fee for each Card is increased by \$5 if the billing address of the Basic Cardmember is outside the U.S.

RENEWAL OF CARDS AND CANCELLATION

The Card will be valid within the time period embossed on the Card. We will issue you renewal or replacement Cards before the current Card expires and we will continue to do so until your account is cancelled. We will bill renewal fees for the account annually at the rates then in effect.

We may revoke your right to use the Card at any time. We can do this whether or not you have breached the Agreement and without giving you notice. If we revoke the Card and you have not breached the Agreement, we will refund a portion of your annual Card fee upon request. We may advise establishments accepting the Card that the Card issued to you has been cancelled. If we cancel

the Card or it expires, you may no longer use it and you must return it to us or if no request to an establishment that accepts the Card.

If you ask us to cancel your account, but you continue to use the Card, we will consider such use as your request for reinstatement of your account. If we agree to reinstate your account, this Agreement or any amended or new Agreement we send you will govern your reinstated account. When we reinstate your account, we may reinstate any Additional Cards issued in connection with your account, and bill you the applicable annual fee(s).

PAYMENTS

Payment for all charges is due immediately upon receipt of the billing statement we mail to you. You must notify us immediately of any change in your billing address. You must pay us in U.S. currency, with a draft or a check drawn on a U.S. bank and payable in U.S. dollars, or with a negotiable instrument payable in U.S. dollars and clearable through the U.S. banking system. If we decide to accept payment made in some other form, your payment will not be credited until it is converted into one of the forms described in the previous sentence. We may charge you any costs we incur in converting your payment. If any payment made on your account is not honored for its full amount, we may charge your account \$25, unless otherwise provided by applicable law.

We may accept late payments, partial payments or any payments marked as being payment in full or as being settlement of any dispute without losing any of our rights under this Agreement or under the law. If we accept such payments, this does not mean we agree to change this Agreement in any way.

You agree to pay all court costs plus attorney's fees of 15% of the then unpaid balance if we must refer your account to an attorney who is not our employee, subject to the law of your jurisdiction.

FEE FOR COPY OF A STATEMENT

If you request a copy of your billing statement, we may charge your Account a fee of up to \$3.00 for each billing statement you request. We will not charge your Account for billing statements for the three months prior to the month of your request.

LATE FEES

We will send you a billing statement at the end of each billing period (intervals of approximately one month). Each billing statement will identify a "Closing Date," which is the cut-off date we determine for including charges and payments for that billing period. If charges on a billing statement remain unpaid, we may assess a late fee. The amount of the late fee depends on the length of time your account has remained unpaid and the address to which your bill is sent.

- A. If any amount totalling more than \$50 is unpaid for two billing periods, the late fee will be the greater of \$20 or 2.5% of all amounts unpaid for at least one billing period.
- B. If any amount totalling more than \$50 is unpaid for three or more billing periods, the late fee will be the greater of \$17 or 2.5% of all amounts unpaid for at least one billing period.
- C. Instead of the fees listed in A and B above, the following fees will be assessed on accounts with billing addresses in the following states on any amounts unpaid for two or more billing periods: Iowa - 1.65%; Louisiana - 1%; Michigan, Texas - 1.5%; Mississippi - greater of \$5 or 2.5% (\$50 max); North Dakota - 1.75%; Virginia - 2.5%. Massachusetts and Wisconsin Card accounts will be assessed 1.5% and 1%, respectively, only on amounts unpaid for three or more billing periods.
- D. If any amount is unpaid for one billing period and remains unpaid for more than 19 days after the Closing Date of that billing period but is paid before the next Closing Date, the late fee will be \$12, and the fees described above do not apply. This \$12 late fee does not apply to accounts in California, Iowa, Louisiana, Massachusetts, Michigan, Mississippi, North Dakota, Texas, Virginia and Wisconsin.

Once we have added a late fee to your billing statement, we may continue to do so for as long as your account remains unpaid.

ACCOUNT RE-OPENING FEE

If your Account is considered in default for any reason and is cancelled, and you request reinstatement, we may charge your Account a re-opening fee of \$25 if such request is honored.

TRANSACTIONS MADE IN FOREIGN CURRENCIES

If you initiate a transaction in a foreign currency, it will be converted into U.S. dollars on the date it is processed by us or our agents at a rate set by us based on an interbank, tourist or (where required by law) official rate, increased in each instance by up to 2%. This rate may differ from rates in effect on the date of your transaction. Transactions converted by establishments (such as airlines) will be billed at the rates such establishments use.

BENEFITS AND SERVICES

Subject to the law of your jurisdiction, we reserve the right to add, modify or delete any benefit or service offered with the Card at any time without notice to you.

INSURANCE

If you use the Card to pay insurance premiums, you give us permission to pay those premiums for you when due. You agree to repay us according to the terms of this Agreement. You must tell us in writing if you no longer wish us to pay any premiums for you. If your account is cancelled, we will stop paying those premiums for you.

ARBITRATION

This Arbitration Provision sets forth the circumstances and procedures under which Claims (as defined below) may be arbitrated instead of litigated in court. As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Cardmember Agreement (the "Agreement"), any related or prior agreement that you may have had with us or the relationships resulting from the Agreement or any prior agreement, including the validity, enforceability or scope of this Arbitration Provision, the Agreement or any prior agreement. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counter-claims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (a) the account(s) ("Account") created by the Agreement or any related or prior agreement, or any balances on the Account; (b) advertisements, promotions or oral or written statements related to the Account, goods or services financed under the Account or the terms of financing; (c) the benefits and services related to Cardmembership (including free benefit programs, enrollment services and rewards programs); and (d) your application for the Account.

Any Claim shall be resolved, upon the election of you or us, by arbitration pursuant to this Arbitration Provision and the Code of Procedure ("Code") of the National Arbitration Forum ("NAF") in effect at the time the claim is filed. (If for any reason the NAF is unable or unwilling or ceases to serve as arbitration administrator, another nationally recognized arbitration organization utilizing a similar code of procedure will be substituted by us.) For any Claims covered by this Arbitration Provision, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party or parties. The Code, rules and forms of the NAF may be obtained by calling 800-474-2371 or by visiting NAF's website at www.arb-forum.org. All Claims shall be filed at any NAF office or at Post Office Box 50191, Minneapolis, Minnesota 55405.

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE NAF CODE. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION, EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardmembers or other persons similarly situated; provided however, that the claimant's individual Claim would be subject to this Arbitration Provision. Furthermore, Claims brought by or against a Cardmember(s) of one Account may not be joined or consolidated in the arbitration with Claims brought by or against any other Cardmember(s) of any other Account, unless otherwise agreed to in writing by all parties. Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration, the arbitrator will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the award. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. In addition to the parties' rights to exchange information pursuant to the Code, either party may submit a request to the arbitrator with a copy of the request provided to the other party to expand the scope of discovery allowable under the Code. The objecting party may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of the requesting party's notice. The granting or denial of either party's request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and/or if the amount of the award exceeds \$100,000, any party can appeal that award to a three-arbitrator panel administered by the NAF which shall reconsider *de novo* any aspect of the initial award requested by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the NAF that it is exercising the right of appeal. The appeal shall be filed with the NAF in the form of a dated writing. The NAF will then notify the other party that the award has been appealed. The NAF will appoint a three-arbitrator panel who will conduct an arbitration pursuant to the NAF Code and issue its decision within one hundred and twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean American Express Travel Related Services Company, Inc., American Express Centurion Bank, as applicable, all of their parents, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, assigns, and any purchaser of your Account; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall mean any third party providing any product, service or benefit in connection with the Account (including, but not limited to credit bureaus, merchants who honor the Card issued for the Account, third parties who provide or participate in free benefit programs, enrollment services and rewards programs, credit insurance companies, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-defendant with us in a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to use the Account, including but not limited to all persons or entities contractually obligated under the Agreement or any prior agreement you may have had with us and all authorized users of the Account.

This Arbitration Provision shall survive termination of your Account as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, any bankruptcy by you and any sale by us of your Account. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity. In the event of a conflict or inconsistency between the NAF Code and this Arbitration Provision, this Arbitration Provision shall govern.

Note to California residents: This Arbitration Provision shall not apply to you unless and until you use the Card after we notify you in writing that it is applicable in California.

PRIVACY

Consumer Reports

You authorize us and our affiliates to make whatever credit investigations we deem appropriate and to obtain and exchange any information we may receive from consumer reports and other sources.

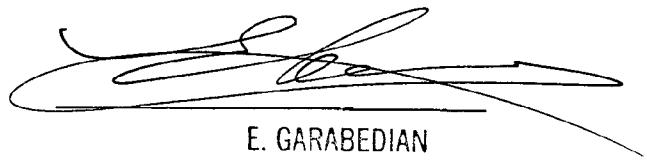
We may ask consumer reporting agencies for consumer reports of your credit history. Upon request, we will tell you whether a consumer report was requested and the name and address of the agency that furnished it.

Information concerning your account may be furnished by us to consumer reporting agencies, banks or other creditors. If we determine that your account is past due, adverse credit information may appear on your consumer report and the consumer reports of any additional Cardmembers on your account. If you believe information we have furnished about your Account to a consumer reporting agency is inaccurate, you should write to us at: American Express Credit Bureau Unit, P.O. Box 7871, Ft. Lauderdale, FL 33329-7871 and identify the specific information you believe is inaccurate.

VERIFICATION

I, Edmond Garabedian, hereby state:

1. I am an authorized agent of the plaintiff in this action;
2. I verify that the statements made in the foregoing Complaint - Civil Action are true and correct to the best of my knowledge, information and belief; and
3. I understand that the statements in said complaint are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



E. GARABEDIAN
ATTORNEY-IN-FACT

DATED: 12/18/02

FILED Aug 85.00
012-32761
JAN 06 2003
1cc ~~Sh~~ Sheriff

William A. Shaw
Parthenonetary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13501

AMERICAN EXPRESS TRAVEL RELATED SERVICES CO. INC.

03-20-CD

VS.

ZELIGER, KEITH

COMPLAINT

SHERIFF RETURNS

NOW JANUARY 16, 2003 AT 12:00 PM EST SERVED THE WITHIN COMPLAINT ON
KEITH ZELIGER, DEFENDANT AT EMPLOYMENT, WEST PENN ORTHO., 211 BEAVER
DR., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KEITH
ZELIGER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE
KNOWN TO HIM THE CONTENTS THEREOF.

COUDRIET/ RYEN

Return Costs

Cost Description

42.70 SHFF. HAWKINS PD. BY: ATTY.

10.00 SURCHARGE PD. BY: ATTY.

FILED

01/35 4th
FEB 07 2003

William A. Shaw
Prothonotary

Sworn to Before Me This

1st Day Of February, 2003
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Maury Harris
Chester A. Hawkins
Sheriff

Ron Z. Opher, Esquire
Attorney for Plaintiff
Attorney#57507
P.O. Box 2245
Southeastern, PA 19399
(610) 902-0530

**AMERICAN EXPRESS TRAVEL
RELATED SERVICES COMPANY, INC.**

Plaintiff
v.
KEITH ZELIGER
Defendant

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY
: LAW DIVISION
: CIVIL ACTION
:
: DOCKET NO. 03-20-CD
:

PRAECIPE FOR JUDGMENT

Enter Judgment in favor of Plaintiff, AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. against Defendant, KEITH ZELIGER for want of an answer.

FILED

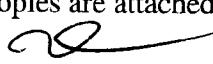
Assess damages as follows:

Debt	\$23027.18
Interest (per contract and complaint)	\$690.82
Attorney's Fee (per contract and complaint)	\$3557.70
TOTAL (plus costs)	\$27275.70

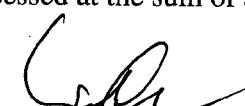
MAR 26 2003 Ema
m/4:00/m
William A. Shaw
Prothonotary
to court to BEEF
Randy E. PES

I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered after the default occurred and at least ten days prior to the date of the filing of this praecipe. Copies are attached. R.C.P. 237.1


Ron Z. Opher, Esquire ID #57507
Attorney for Plaintiff

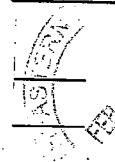
AND NOW MARCH 26, 2003, Judgment is entered in favor of AMERICAN TRAVEL RELATED SERVICES COMPANY, INC., against Defendant, KEITH ZELIGER, by Default for want of an answer and damages assessed at the sum of \$27275.70 (plus costs) as per the above certification.


Prothonotary

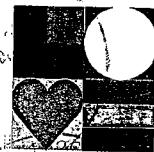
U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR AIR MAIL OR AIR MAIL CERTIFIED

Rec'd Ron Opher, Esq.
P.O. Box 2245
Southeastern, PA 19399



Affix fee here in stamps
or meter postage and
post mark. Inquire of
Postmaster for current
fee.



One piece of ordinary mail addressed to:

Keith Zeliger
1257 Treasur LK.
Du Bois, PA 15801

PS Form 3817, January 2001

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
CLEARFIELD COUNTY COURTHOUSE
230 E. Market Street
Clearfield, PA 16830

TO: KEITH ZELIGER
1252 Treasure Lake
DuBois, PA 15801

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.	:	COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY
	:	LAW DIVISION
Plaintiff	:	CIVIL ACTION
KEITH ZELIGER	:	DOCKET NO. 03-20-CD
v.	:	
Defendant	:	

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Default Judgment has been entered against you in the above proceeding.



Prothonotary

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL
RON Z. OPHER, ESQUIRE, at 610-902-0530.

Ron Z. Opher, Esquire
Attorney for Plaintiff
Attorney#57507
P.O. Box 2245
Southeastern, PA 19399
610-902-05830

American Express Travel Related
200 Versey St.,
New York, NY 10285-3820

Plaintiff

v.

Keith Zeliger
1252 Treasure Lk
Du Bois, PA 15801

Defendant

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

NO. 03-20-CD

TO: **Keith Zeliger**
1252 Treasure Lk
Du Bois, PA 15801

DATED: February 14, 2003

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN 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 A 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 REFERRAL SERVICE
Clearfield County Bar Association
215 E. Locust St.
Clearfield, PA 16830
(814) 765-1581

AMERICAN EXPRESS TRAVEL : COURT OF COMMON PLEAS
RELATED SERVICES COMPANY, INC. : CLEARFIELD COUNTY
Plaintiff : LAW DIVISION
v. : CIVIL ACTION
KEITH ZELIGER : DOCKET NO. 03-20-CD
Defendant :

CERTIFICATION OF ADDRESSES AND AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF ALLEGHENY :

I, Ron Z. Opher, Esquire, being duly sworn according to law, depose and say that I am the attorney for Plaintiff and I am authorized to make this affidavit on Plaintiff's behalf. I hereby certify that the address of the Plaintiff is 200 Vesey Street, New York, NY 10285. Defendant's address 1252 Treasure Lake, DuBois, PA 15801. In addition, Defendant is not in the Military Service of the United States, nor any State or Territory thereof or its allies as defined in the Soldiers' and Sailors' Civil Relief Act of 1940 or the amendments thereto.

I verify that the statements made in the foregoing certification and affidavit are true and correct to the best of my knowledge, information and belief; and I understand that the statements in said certification and affidavit are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

DATED: March 24, 2003

BY: 
Ron Z. Opher, Esquire

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

American Express Travel Related Services
Company,
Plaintiff(s)

No.: 2003-00020-CD

Real Debt: \$27,275.70

Atty's Comm: \$

Vs.

Costs: \$

Keith Zeliger
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 26, 2003

Expires: March 26, 2008

Certified from the record this March 26, 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