

03-1172-CD  
DIRECT MERCHANTS CREDIT CARD BANK vs. SARAH BROWN

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  
17600 North Perimeter Drive, Scottsdale, AZ  
Plaintiff

v.

SARAH BROWN  
Route 2 Box 359, Curwensville PA 16833-9223  
Defendant

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

: NO. 03-1172-4D

: 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 Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
Telephone No. 814-765-2641 Ext. 5982

01-3887

**FILED**

AUG 08 2003

William A. Shaw  
Prothonotary

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 North Perimeter Drive  
Scottsdale, Arizona

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

: NO.

SARAH BROWN

Route 2 Box 359, Curwensville PA 16833-9223

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 Sarah Brown, who resides at Route 2 Box 359, Curwensville, 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 \$8,614.34.

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 \$8,614.34, 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 \$1,981.30.

Wherefore, plaintiff demands judgment against the defendant in the sum of \$8,614.34, attorneys fees in the sum of \$1,981.30 and the costs of this action.

BURTON NEIL & ASSOCIATES, P.C.

By: 

Burton Neil, Esquire  
Attorney for Plaintiff

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

Use by such a user. To terminate this authority, you must retrieve the credit card from previously authorized user and return it to us at the above-mentioned address along with an explanation why you are doing so.

#### TO OR STOLEN CREDIT CARDS AND/OR CHECKS

Please to give us prompt notice of any change in your name, mailing address, telephone or place of employment. Send changes to Cardholder Services, P.O. Box 21222, Oklahoma City, Oklahoma 73121-2122.

#### REIGN TRANSACTIONS

We offer a transaction at a merchant that quotes in a currency other than U.S. dollars, eCard International will convert the charge into a U.S. dollar amount. All items that issue MasterCard cards. Currently, the currency conversion rate used to convert the transaction amount in U.S. dollars is generally either a government-mandated or percent. The currency conversion rate used on the transaction processing date, increased rate that would have been used on the purchase date or cardholder statement posting date.

#### VALUABLE LAW

Agreement, and your account will be governed by federal law and the laws of Utah, that or 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 Applicable law, conditions, of this Agreement (including the change of terms provision, charge, and the finance charge, late charge, returned check charge, over charge, or research charge provisions) are deemed to be material to the determination of ACCOUNT

Agreement, and your account will be governed by federal law and the laws of Utah, that or 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 Applicable law, conditions, of this Agreement (including the change of terms provision, charge, and the finance charge, late charge, returned check charge, over charge, or research charge provisions) are deemed to be material to the determination of ACCOUNT

Agreement, and your account will be governed by federal law and the laws of Utah, that or 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 Applicable law, conditions, of this Agreement (including the change of terms provision, charge, and the finance charge, late charge, returned check charge, over charge, or research charge provisions) are deemed to be material to the determination of ACCOUNT

Agreement, and your account will be governed by federal law and the laws of Utah, that or 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 Applicable law, conditions, of this Agreement (including the change of terms provision, charge, and the finance charge, late charge, returned check charge, over charge, or research charge provisions) are deemed to be material to the determination of ACCOUNT

Agreement, and your account will be governed by federal law and the laws of Utah, that or 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 Applicable law, conditions, of this Agreement (including the change of terms provision, charge, and the finance charge, late charge, returned check charge, over charge, or research charge provisions) are deemed to be material to the determination of ACCOUNT

Agreement, and your account will be governed by federal law and the laws of Utah, that or 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 Applicable law, conditions, of this Agreement (including the change of terms provision, charge, and the finance charge, late charge, returned check charge, over charge, or research charge provisions) are deemed to be material to the determination of ACCOUNT

Agreement, and your account will be governed by federal law and the laws of Utah, that or 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 Applicable law, conditions, of this Agreement (including the change of terms provision, charge, and the finance charge, late charge, returned check charge, over charge, or research charge provisions) are deemed to be material to the determination of ACCOUNT

Agreement, and your account will be governed by federal law and the laws of Utah, that or 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 Applicable law, conditions, of this Agreement (including the change of terms provision, charge, and the finance charge, late charge, returned check charge, over charge, or research charge provisions) are deemed to be material to the determination of ACCOUNT

Agreement, and your account will be governed by federal law and the laws of Utah, that or 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 Applicable law, conditions, of this Agreement (including the change of terms provision, charge, and the finance charge, late charge, returned check charge, over charge, or research charge provisions) are deemed to be material to the determination of ACCOUNT

Agreement, and your account will be governed by federal law and the laws of Utah, that or 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 Applicable law, conditions, of this Agreement (including the change of terms provision, charge, and the finance charge, late charge, returned check charge, over charge, or research charge provisions) are deemed to be material to the determination of ACCOUNT

Agreement, and your account will be governed by federal law and the laws of Utah, that or 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 Applicable law, conditions, of this Agreement (including the change of terms provision, charge, and the finance charge, late charge, returned check charge, over charge, or research charge provisions) are deemed to be material to the determination of ACCOUNT

Agreement, and your account will be governed by federal law and the laws of Utah, that or 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 Applicable law, conditions, of this Agreement (including the change of terms provision, charge, and the finance charge, late charge, returned check charge, over charge, or research charge provisions) are deemed to be material to the determination of ACCOUNT

Agreement, and your account will be governed by federal law and the laws of Utah, that or 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 Applicable law, conditions, of this Agreement (including the change of terms provision, charge, and the finance charge, late charge, returned check charge, over charge, or research charge provisions) are deemed to be material to the determination of ACCOUNT

Agreement, and your account will be governed by federal law and the laws of Utah, that or 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 Applicable law, conditions, of this Agreement (including the change of terms provision, charge, and the finance charge, late charge, returned check charge, over charge, or research charge provisions) are deemed to be material to the determination of ACCOUNT

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 74121-2122.

**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 74121-2122, as soon as possible. We must hear from you no later than 60 days after we send 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. If we find that we made a mistake, 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, our explanation does not satisfy you and you write to us within 60 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.

**TERMINATION**

Any provision of this Agreement is finally determined to be void or unenforceable under any rule, or regulation, all other provisions of this Agreement will remain valid and enforceable. My credit card is issued under this Agreement by Direct Merchants Credit Card Bank<sup>TM</sup>, and my Association, Salt Lake City, Utah.

## 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<sup>SM</sup>, National Association, will be bound by this Agreement. You are a joint Account holder (each promises 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" and "your" (referring to us, "us" and "our" refer to Direct Merchants Credit Card Bank<sup>SM</sup>, National Association).

**PROMISE TO PAY**

You promise to pay for: (a) credit extended by Direct Merchants Credit Card Bank<sup>SM</sup>, 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 full or partial payments, or checks or money orders marked "Payment in Full" or otherwise, respectively 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 or 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 extend credit or purchases (including accepting transfers or convenience checks or ATM transactions) if 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, credits, 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

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

#### PAYOUT

Payment is due when you receive your statement each month. We will not impose any late charge if you pay at least the minimum payment (stated 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 2164, Omaha, Nebraska 68101-2164.

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 presentment of protest, for reason 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 fee we incur for any check payment 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 which are "grace period" types. 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 \$1.00.

#### 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 plus any new purchases and any other charges that we add that day and minus any payments we apply to purchases that day.

We add new purchases to the daily balance on the purchase date.

If we subtract \$30 (the annual fee, 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 discounts 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, 1986) is 1.37%, which corresponds to no ANNUAL PERCENTAGE RATE of 17.25%. 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 1.34% 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 35 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 due 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 uncollectible 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: (a) any unpaid finance charges, administrative charges, promotional balances, cash advances, and purchases.

CHARGE OFF TERMS (including finance charges)

SUBJECT TO APPROVAL, 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.

#### DEFECTS 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) you becoming the subject of a receivership, foreclosure, repossession, lien, judgement or garnishment proceeding; (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 in 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. In 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 attorney's 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, cancellation, or your failure to return your card(s) and any unused transfer or convenience checks to us.

#### CARD RENEWAL

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

#### CARD CANCELLATION

You can cancel or close your Account by writing to us at Cardholder Services, P.O. Box 2122, Tulsa, Oklahoma 74111-2122. 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 or convenience checks to us. We also will not honor any transfer or convenience check written on your Account if we receive the check after your Account is cancelled.

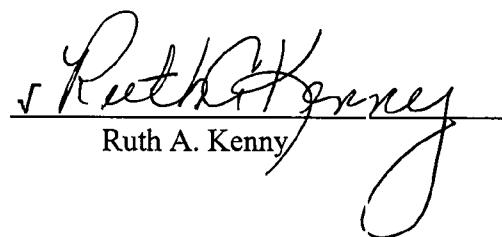
#### LIAIBILITY FOR UNAUTHORIZED USE

You should retain your copies of all charge slips until you receive your statement, at which time you should verify that the charges are due 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 by persons other than yourself or if the loss is due to possible unauthorized use. Notice must be given by you immediately upon learning of the loss, theft or possible unauthorized use by calling us at 1-800-255-8988 or writing us at Cardholder Services, P.O. Box 2122, Tulsa, Oklahoma 74111-2122. In any case, your liability for unauthorized use of your credit card will not exceed \$50. However, unauthorized use does not include use of 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 for Direct Merchants Credit Card Bank the within Plaintiff in this action, and that the statements of fact made in the foregoing Complaint are true and correct to the best of the undersigned verifier's knowledge and belief. The undersigned understands that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 2-10-03

  
Ruth A. Kenny

Sarah Brown  
5427753021023955

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

**DIRECT MERCHANTS CREDIT CARD BANK**

**VS.**

**BROWN, SARAH**

**COMPLAINT**

**Sheriff Docket # 14405**

**03-1172-CD**

**SHERIFF RETURNS**

---

NOW AUGUST 20, 2003 AT 2:20 PM SERVED THE WITHIN COMPLAINT ON SARAH BROWN, DEFENDANT AT RESIDENCE, RT. 2 BOX 359, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RICHARD BROWN, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>22.32</b>	<b>SHERIFF HAWKINS PAID BY: ATTY CK# 6073</b>
<b>10.00</b>	<b>SURCHARGE PAID BY: ATTY CK# 6074</b>

---

Sworn to Before Me This

23 Day Of Sept. 2003  
William A. Shaw

So Answers,

*Chester A. Hawkins  
by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

**FILED**  
0 141 00  
SEP 23 2003

William A. Shaw  
Prothonotary

BURTON NEIL & ASSOCIATES, P.C.  
BY: Yale D. Weinstein, Esquire  
Identification No. 89678  
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. 03-1172-CD  
SARAH BROWN : CIVIL ACTION - LAW  
Defendant

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly discontinue the above-captioned action without prejudice.

BURTON NEIL & ASSOCIATES, P.C.  
BY:  
Yale D. Weinstein, Esquire  
Attorney for Plaintiff

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

01-3887

**FILED**  
M 1:48 PM 1/28/2003  
OCT 28 2003

William A. Shaw  
Prothonotary

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

**CIVIL DIVISION**

**Direct Merchants Credit Card Bank**

**Vs.** **No. 2003-01172-CD**  
**Sarah Brown**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 28, 2003, marked:

Discontinued, Settled and Ended.

Record costs in the sum of \$117.32 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 28th day of October A.D. 2003.

---

William A. Shaw, Prothonotary

Top Ten Tips For Travelers

1. Make sure you have a valid passport and visas, if required. In case of an emergency, it is a good idea for a relative in the U. S. to have a passport also.
2. Check if there is a travel advisory for the area you plan to visit. \*\* Stay aware of events in the country you are visiting.
3. Familiarize yourself with local laws and customs of the countries to which you are traveling. Remember while in a country, you are subject to its laws!
4. Make 2 photocopies of your passport identification page. This will facilitate replacement if your passport is lost or stolen. Leave one copy at home. Carry the other with you in a separate place from your passport.
5. Leave a copy of your itinerary with family or friends at home so you can be contacted in case of emergency.
6. Notify by phone or register in person with the U. S. embassy or consulate upon arrival.
7. Don't leave luggage unattended in public areas. Don't accept packages from strangers.
8. Don't be a target! Avoid conspicuous clothing and expensive jewelry and don't carry excessive amounts of money or unnecessary credit cards.
9. In order to avoid violating local laws, deal only with authorized agents when you exchange money or purchase souvenirs.
10. If you get into trouble, contact the U. S. consul.

\*\* You can listen to travel advisories 24 hours a day by calling 1-202-647-5225 from a touchtone phone .

or

You can find the travel advisories at the 13 regional U. S. passport agencies.

\*\*\*\*\*