

BURTON NEIL & ASSOCIATES, P.C.

By: Burton Neil, Esquire

Identification No. 11348

1060 Andrew Drive, Suite 170

West Chester, PA 19380

(610) 696-2120

Attorney for Plaintiff

FILED ^{icc}
m/11:51/ ^{Shff}
AUG 10 2005 ^{Any pd.}
William A. Shaw ⁸⁵⁰⁰
Prothonotary/Clerk of Courts

CITIBANK SOUTH DAKOTA N.A.

701 East 60th Street North, Sioux Falls, SD

Plaintiff

v.

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 05-1186-CD

ANNE H VANZANT

616 Arnola Avenue, Clearfield PA 16830

Defendant

: CIVIL ACTION - LAW

COMPLAINT NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claim set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE AND INFORMATION SERVICE

David S. Meholick

Court Administrator

Clearfield County Courthouse

Clearfield, PA 16830

Telephone No. 814-765-2641 Ext. 5982

BURTON NEIL & ASSOCIATES, P.C.

By: Burton Neil, Esquire

Identification No. 11348

1060 Andrew Drive, Suite 170

West Chester, PA 19380

610-696-2120

Attorney for Plaintiff

CITIBANK SOUTH DAKOTA N.A.
701 East 60th Street North, Sioux Falls, SD
Plaintiff

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

: NO.

ANNE H VANZANT
616 Arnola Avenue, Clearfield PA 16830
Defendant

: CIVIL ACTION - LAW

Complaint

1. The plaintiff is CITIBANK SOUTH DAKOTA N.A., with place of business located at 701 East 60th Street North, Sioux Falls, South Dakota.

2. The defendant is ANNE H Vanzant, who resides at 616 Arnola Avenue, Morrisdale, Clearfield County, Pennsylvania.

3. Plaintiff, a national banking association, engages in various types of banking business including consumer lending through the issuance of credit cards.

Count I

4. Plaintiff furnished consumer credit to the defendant by means of a credit card with account number 5424180513572179 hereinafter referred to as the credit card account.

5. Plaintiff maintained an accurate and running record of all debits and credits to the credit card account in its books of account.

6. Plaintiff mailed defendant a written statement each month which accurately stated the debits and credits to the credit card account for the prior billing period.

7. Defendant received the monthly statements from plaintiff for the credit card account including the statement attached hereto as Exhibit A statement without protest, dispute or objection.

8. Defendant in not protesting, disputing or objecting to the statements including the Exhibit A statement thereby assented and agreed to the correctness of the balance due on the credit card account so as to constitute an account stated.

9. The amount due plaintiff on the account stated, less credits, if any issued subsequent to the Exhibit A statement, is \$18,004.56.

Wherefore, plaintiff demands judgment against defendant on Count I for the sum of \$18,004.56, and the costs of this action.

Count II

10. Plaintiff furnished consumer credit to the defendant by means of a credit card with account number 5424180128636468 hereinafter referred to as the credit card account.

11. Plaintiff maintained an accurate and running record of all debits and credits to the credit card account in its books of account.

12. Plaintiff mailed defendant a written statement each month which accurately stated the debits and credits to the credit card account for the prior billing period.

13. Defendant received the monthly statements from plaintiff for the credit card account including the statement attached hereto as Exhibit B statement without protest, dispute or objection.

14. Defendant in not protesting, disputing or objecting to the statements including the Exhibit B statement thereby assented and agreed to the correctness of the balance due on the credit card account so as to constitute an account stated.

15. The amount due plaintiff on the account stated, less credits, if any issued subsequent to the Exhibit B statement, is \$4,881.19.

Wherefore, plaintiff demands judgment against defendant on Count II for the sum of \$4,881.19, and the costs of this action.

Count III

16. Plaintiff furnished consumer credit to the defendant by means of a credit card with account number 5424180441963482 hereinafter referred to as the credit card account.

17. Plaintiff maintained an accurate and running record of all debits and credits to the credit card account in its books of account.

18. Plaintiff mailed defendant a written statement each month which accurately stated the debits and credits to the credit card account for the prior billing period.

19. Defendant received the monthly statements from plaintiff for the credit card account including the statement attached hereto as Exhibit C statement without protest, dispute or objection.

20. Defendant in not protesting, disputing or objecting to the statements including the Exhibit C

statement thereby assented and agreed to the correctness of the balance due on the credit card account so as to constitute an account stated.

21. The amount due plaintiff on the account stated, less credits, if any issued subsequent to the Exhibit C statement, is \$8,376.48.

Wherefore, plaintiff demands judgment against defendant on Count III for the sum of \$8,376.48, 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.

02/25/05 \$18004.56 \$9999.99

SITE:KC-CL

TM:CO-5000

ACID:KCB7150

PMT DUE DATE

NEW BALANCE

MIN AMT DUE

05/13/05

20:25:17:

ANNE H VANZANT
PO BOX 15
MORRISDALE
16858-0015000

PA

CITI CARDS
P.O. BOX 8102
S HACKENSACK, NJ
07606-8102

Citi® Driver's Edge® Platinum Select® Card-Charter Rbts

Account Number

5424 1805 1357 2179

**Customer Service:**

1-800-866-9900

BOX 6500

SIOUX FALLS, SD

57117

Total Credit Line

\$15400

Available Credit Line

\$0

Cash Advance Limit

\$3400

Available Cash Limit

\$0

New Balance

\$18004.56

Statement/
Closing Date

02/02/2005

Amount Over
Credit Line

\$2604.56 +

Past Due

\$1514.63 +

Purch/Adv
Minimum Due

\$417.18 =

Minimum
Amount Due

\$4536.37

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	2/02		Standard Purch CREDITSHIELD PREMIUM 74 0000	9.86 0000000000
	2/02		LATE FEE - JAN PAYMENT PAST DUE 66 0000	39.00 0000000000
	2/02		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	192.59 0000000000
	2/02		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	.50 0000000000
	2/02		Purch/Adv Thru 09/04/2003 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	219.09 0000000000

Driver's Edge Charter Member Rebate Summary

Previous Statement Rebates Total	71.42
Base Rebates Earned	0.00
Total Rebates Earned This Period	0.00
Total Rebates Available	71.42

Bonus Rebates may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

Your late fee was based on your account balance as of the payment due date (01/27/05), which was \$17,543.52.

Your account is seriously past due and your credit privileges have been suspended. Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am - 9 pm, or Saturday, 8 am - 5 pm, Central Time.

Please see the enclosed Notice of Change in Terms to Your Card Agreement for important information regarding changes to your Card Agreement.

EXHIBIT

A

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$17,522.15	\$48.86	\$0.00	\$411.68	\$17,982.69
ADVANCES	\$21.37	\$0.00	\$0.00	\$0.50	\$21.87
TOTAL	\$17,543.52	\$48.86	\$0.00	\$412.18	\$18,004.56

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$8,289.69	0.08011%(D)	29.240%	29.240%
Purch/Adv				
thru 09/04/2003	\$9,430.40	0.08011%(D)	29.240%	29.240%
ADVANCES				
Standard Adv	\$21.61	0.08011%(D)	29.240%	29.240%

03/15/05

\$4881.19

\$9999.99

SITE:KC-CL

TM:CO-5000

ACID:KCB7150

PMT DUE DATE

NEW BALANCE

MIN AMT DUE

06/15/05

20:10:58:

ANNE H VANZANT
PO BOX #15
MORRISDALE
16858-0015000

PA

CITI CARDS
P.O. BOX 8114
S HACKENSACK, NJ
07606-8114

Citi® Driver's Edge® Card Charter Rebates

Account Number

5424 1801 2863 6468

**Customer Service:**

1-800-866-9900

BOX 6500

SIOUX FALLS, SD

57117

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
\$4100	\$0	\$2100	\$0	\$4881.19
Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
02/18/2005	\$781.19 +	\$354.19	\$116.21	\$4881.19

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	2/18		Standard Purch	
			CREDITSHIELD PREMIUM	2.62
	2/18		74 0000	0000000000
			LATE FEE - JAN PAYMENT PAST DUE	39.00
	2/18		66 0000	0000000000
			OVER CREDIT LIMIT FEE	35.00
	2/18		62 0000	0000000000
			PURCHASES*FINANCE CHARGE*PERIODIC RATE	18.64
	2/18		84 0000	0000000000
			Purch/Adv Thru 08/21/2003	
	2/18		PURCHASES*FINANCE CHARGE*PERIODIC RATE	92.57
			84 0000	0000000000

Your late fee was based on your account balance
as of the payment due date (02/14/05), which was
\$4,693.36.

Help is available! Please call the toll-free
number shown above to learn about our special
payment options. Call Monday - Friday, 7 am to
9 pm, or Saturday, 8 am to 5 pm, Central Time.
Please give us the opportunity to assist you.

Our records show home phone 814-592-0061 and
business phone 814-342-1514. Please update
coupon if incorrect.

EXHIBIT

B

Please see the enclosed Notice of Change in Terms to
Your Card Agreement for important information
regarding changes to your Card Agreement.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$4,693.36	\$76.62	\$0.00	\$111.21	\$4,881.19
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$4,693.36	\$76.62	\$0.00	\$111.21	\$4,881.19

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$795.66	0.08079%(D)	29.490%	29.490%
Purch/Adv thru 08/21/2003	\$3,951.17	0.08079%(D)	29.490%	29.490%
ADVANCES				
Standard Adv	\$0.00	0.08079%(D)	29.490%	29.490%

06/06/05

\$8376.48

\$9999.99

SITE:KC-CL

TM:CO-5000

ACID:KCB7150

06/15/05

20:10:59:

PMT DUE DATE

NEW BALANCE

MIN AMT DUE

ANNE H VANZANT
PO BOX 15
MORRISDALE
16858-0015000

PA

CITI CARDS
PO BOX 183057
COLUMBUS, OH
43218-3057

Citi® Dividend Platinum Select® Card



Account Number

5424 1804 4196 3482

Customer Service:

1-800-756-4000

BOX 6500

SIOUX FALLS, SD

57117

Total Credit Line

\$7100

Available Credit Line

\$0

Cash Advance Limit

\$1800

Available Cash Limit

\$0

New Balance

\$8376.48

Statement/
Closing Date

05/10/2005

Amount Over
Credit Line

\$1276.48 +

Past Due

\$1087.84

Purch/Adv
Minimum Due

\$201.23

Minimum
Amount Due

\$8376.48

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	5/10		Standard Purch	
			LATE FEE - APR PAYMENT PAST DUE	39.00
	5/10		66 0000	0000000000
			PURCHASES*FINANCE CHARGE*PERIODIC RATE	8.85
			84 0000	0000000000
	5/10		Purch/Adv Thru 03/10/2004	
			PURCHASES*FINANCE CHARGE*PERIODIC RATE	187.38
			84 0000	0000000000

Please note that payments must be received by 1:00 p.m., local time, on a bank business day at the payment processing facility that handles your payments, in order to be credited to your account as of that day, and payments must conform to the payment instructions set forth on the reverse side. All conforming payments received at the payment processing facility after that time will be credited as of the following bank business day.

Your late fee was based on your account balance as of the payment due date (05/04/05), which was \$8,141.25.

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

EXHIBIT C

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$8,141.25	\$39.00	\$0.00	\$196.23	\$8,376.48
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$8,141.25	\$39.00	\$0.00	\$196.23	\$8,376.48

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$371.36	0.08216%(D)	29.990%	29.990%
Purch/Adv thru 03/10/2004	\$7,864.23	0.08216%(D)	29.990%	29.990%
ADVANCES				
Standard Adv	\$0.00	0.08216%(D)	29.990%	29.990%

Verification

I, Amanda Carter am an employee of Citicorp Credit Services, Inc., (USA) which is by contract the service provider for plaintiff CITIBANK SOUTH DAKOTA N.A. retained to perform services including but not primarily limited to collecting delinquent debt. I am authorized to make this verification as attorney-in-fact for plaintiff under powers of attorney from plaintiff to Citicorp Credit Services, Inc. (USA) and to me. The foregoing averments of fact in the within pleading are true and correct to the best of my knowledge, information and belief. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to the authorities.

Date:

04/29/05
AC

Amanda Carter
Signature

ANNE H Vanzant
5424180513572179

BURTON NEIL & ASSOCIATES, P.C.

BY: Burton Neil, Esquire

Identification No. 11348

1060 Andrew Drive, Suite 170

West Chester, PA 19380

610-696-2120

ATTORNEY FOR: Plaintiff

CITIBANK SOUTH DAKOTA N.A.

Plaintiff

VS.

ANNE H VANZANT

Defendant

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

: NO. 05-1186-CD

: CIVIL ACTION - LAW

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly discontinue the above-captioned action without prejudice.

BURTON NEIL & ASSOCIATES, P.C.

BY: 

Burton Neil, Esquire
Attorney for Plaintiff

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

C-6790

FILED

9/3:30pm

SEP 22 2005

ICC Atty Neil
Cert of disc
issued to Atty
Neil
copy CIA

William A. Shaw
Prothonotary



U =

FILED

SEP 22 2005

William A. Shaw
Prothonotary

LAW OFFICES
BURTON NEIL & ASSOCIATES, P.C.
1060 ANDREW DRIVE, SUITE 170
WEST CHESTER, PENNSYLVANIA 19380
610-696-2120
Facsimile 610-696-4111
Email: Burton.Neil@burt-law.com
September 15, 2005

Burton Neil
Edward J. O'Brien
Jay H. Pressman
Yale D. Weinstein

Refer to File #
C-6790

Clearfield County Prothonotary
1 North Second Street
Clearfield, PA 16830

RE: Citibank South Dakota, NA v. Anne H Vanzant
Docket No. 05-1186-CD

Documents for Filing

Enclosed please find a Praeipie to Discontinue for filing. Please file the original and return a copy to our office in the enclosed envelope. A check for your fees is enclosed.

BURTON NEIL & ASSOCIATES

Enclosure
Check

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Citibank South Dakota, N.A.

Vs.

No. 2005-01186-CD

Anne H. Vanzant

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 September 22, 2005, marked:

Praecipe to Discontinue

Record costs in the sum of \$85.00 have been paid in full by Attorney Burton Neil.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 23rd day of September A.D. 2005.

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100728
NO: 05-1186-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CITIBANK SOUTH DAKOTA, N.A.
vs.
DEFENDANT: ANNE H. VANZANT

SHERIFF RETURN

NOW, August 23, 2005 AT 1:20 PM SERVED THE WITHIN COMPLAINT ON ANNE H. VANZANT DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2nd ST., SUITE 116., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ANNE H. VANZANT, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

FILED

019:5281
DEC 20 2005

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	NEIL	12426	10.00
SHERIFF HAWKINS	NEIL	12425	22.00

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,

Chester A. Hawkins
by Marilyn Hamer

Chester A. Hawkins
Sheriff