

05-1186-CD  
Citibank vs Anne H. Vanzant

Citibank, N.A. vs Anne H. Vanzant  
2005-1186-CD

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 <sup>1cc</sup>  
*m/15/05 10:11 AM Shff*  
AUG 10 2005 *LM44ypd.*  
William A. Shaw  
Prothonotary/Clerk of Courts  
*8500*

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

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

ANNE H VANTZANT  
616 Arnola Avenue, Clearfield PA 16830  
Defendant

: NO. *05-1186-CD*  
: 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

: IN THE COURT OF COMMON PLEAS

Plaintiff

: 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 is 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.

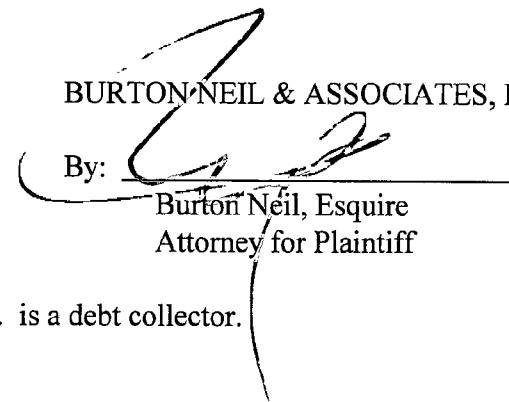
20. Defendant in not protesting, disputing or objecting to the statements including the Exhibit C

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 VANTANT  
 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	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
BOX 6500	\$15400	\$0	\$3400	\$0	\$18004.56
SIOUX FALLS, SD	Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
57117	02/02/2005	\$2604.56 +	\$1514.63 +	\$417.18 =	\$4536.37

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

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
<b>TOTAL</b>	<b>\$17,543.52</b>	<b>\$48.86</b>	<b>\$0.00</b>	<b>\$412.18</b>	<b>\$18,004.56</b>

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  
 PMT DUE DATE NEW BALANCE APR/INT/GRW

SITE:KC-CL TM:CO-5000 ACID:KCB7150  
 06/15/05 20:10:58:

ANNE H VANTZANT  
 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	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
BOX 6500 SIOUX FALLS, SD 57117	\$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 74 0000	2.62
	2/18		LATE FEE - JAN PAYMENT PAST DUE 66 0000	39.00
	2/18		OVER CREDIT LIMIT FEE 62 0000	35.00
	2/18		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	18.64
	2/18		Purch/Adv Thru 08/21/2003 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	92.57
				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  
 PMT DUE DATE NEW BALANCE APR AMT DUE 06/15/05 20:10:59:

ANNE H VANTZ  
 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	Total Credit Line \$7100	Available Credit Line \$0	Cash Advance Limit \$1800	Available Cash Limit \$0	New Balance \$8376.48
BOX 6500 SIOUX FALLS, SD 57117	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 66 0000 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	39.00 0000000000 8.85 0000000000
	5/10		Purch/Adv Thru 03/10/2004 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	187.38 0000000000
	5/10			

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

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE	Days This Billing Period: 29
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. : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA

VS. : NO. 05-1186-CD

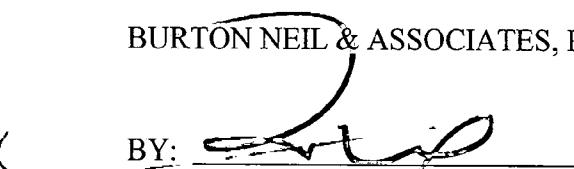
ANNE H VANZANT : CIVIL ACTION - LAW  
Defendant

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**  
0/3:30pm 1cc Atty Neil  
SEP 22 2005 Cert of disc issued to Atty Neil  
Copy CIA

William A. Shaw  
Prothonotary



J 2

**FILED**

SEP 22 2005

William A. Shaw  
Prothonotary

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

**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

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 Praecept 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.**  
**Anne H. Vanzant**

**No. 2005-01186-CD**

**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**

09:52 AM  
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 Hause*  
Chester A. Hawkins  
Sheriff