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Clerk of the Superior Court

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By KRISTY KEE, Deputy
Date 09/10/2008 Time 03:46 PM
Description Qty Amount
CASE# CV2008-022000
CIVIL NEW COMPLAINT 001 245.00
TOTAL AMOUNT 245.00
Receipt# 00010247796

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

Citibank (South Dakota), N.A.) CAUSE NO.: CV2008-022000
)
Plaintiff,) COMPLAINT
vs)
) (Contract)
John F Brewington, III and Jane Doe, Spouse)
)
Defendants.)
_____)

ACCOUNT STATED

COMES NOW Plaintiff, and alleges as follows:

1. Plaintiff is a national banking association based in South Dakota, and by virtue of the same is authorized to conduct business in Arizona;
2. The subject debt arises out of credit card transactions that occurred in the above captioned County/Precinct/State and/or Defendant resides in said County/Precinct and State;
3. John F Brewington, III, hereinafter ("Defendant") submitted to Plaintiff or its assignor(s) either a written or telephonic application for one or more credit cards;
4. Defendant accepted from Plaintiff or its assignor(s) the subject credit card(s) and governing credit card agreement(s);
5. Defendant used and/or authorized a third party to use the credit card(s) for purchases and/or cash advances and/or balance transfers, such use of the credit card(s) conferring a benefit upon Defendant and resulting in a balance in the sum of \$14780.05, as set forth in the attached Exhibits, less all lawful credits and offsets applied from date of charge-off;
6. To the extent the Defendant was married when the purchases and/or cash advances

and/or balance transfers were made, Plaintiff alleges the debt to be both community and separate in nature, the non-debtor spouse being joined as a necessary party in accordance with Arizona law in the event the debt is solely pre-marital in nature.

7. The use of the credit card(s) constituted Defendant's agreement to be bound by the terms and conditions of the governing credit card agreement(s), to include, among other things, a commitment to make timely monthly payments in accordance with monthly statements associated with the credit card(s), the same having been mailed to Defendant every month from the inception of the credit card account(s);

8. Plaintiff tendered valuable consideration for all purchases and/or cash advances and/or balance transfer incurred on the credit card(s);

9. Defendant failed to make payments toward the credit card(s) in accordance with the governing credit card agreement(s) and monthly credit card statements that were mailed to Defendant;

10. Plaintiff has made all demands and taken all actions necessary to mature and/or accelerate the debt described herein, and such amount remains due and owing;

11. Pursuant to A.R.S. 44-1201, Plaintiff is entitled to 10.00% statutory interest after Judgment;

12. Pursuant to terms and conditions of the governing credit card agreement(s), Plaintiff is entitled to recover reasonable attorney's fees;

WHEREFORE, Plaintiff prays for Judgment against Defendant(s), both separately and as a community, if applicable, and each of them, for the amount stated above, plus interest, costs and such other relief as the Court deems just and proper.

DATED this 4 day of Sept 2008.

SEIDBERG LAW OFFICES, P.C.

By: 

Joseph L. Whipple, SBA #21391

Kenneth W. Seidberg, SBA #3690

Citibank (South Dakota), N.A.

Plaintiff,

Vs

AFFIDAVIT

JOHN F BREWINGTON III

5424180678014504

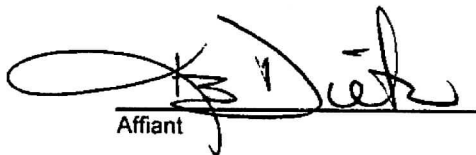
Defendant,

STATE OF MISSOURI)
COUNTY OF PLATTE) ss:

Kris Dietz

, who is of lawful age, after first being duly sworn, deposes and says as follows:

1. Citicorp Credit Services, Inc. (USA), referred to as "CCSI/USA" herein, and the Plaintiff Citibank (South Dakota), N.A. are both wholly owned subsidiaries of Citigroup, Inc. By contract, CCSI/USA has agreed to collect debt owed to Citibank (South Dakota), N.A. on its credit card accounts.
2. By virtue of the described contract relationship and my employment, all information contained in and/or about delinquent Citibank (South Dakota), N.A. credit card accounts are made available to me for the purpose of collecting such delinquent debt. I have personal knowledge of all relevant financial and account information concerning Citibank (South Dakota), N.A. account number 5424180678014504, which is made the subject of this lawsuit, including: the name and address of the debtor, the history of all charges representing loans, finance charges, fees imposed; payments made and credits received; the outstanding balance due; that Defendant did apply for and was issued that credit card account by Citibank (South Dakota), N.A.; that Defendant did thereafter use or authorize the use of the credit card account for the purpose of obtaining loans to purchase goods and services or cash advances; that Defendant has been provided monthly statements required by the Federal Truth In Lending Act describing the amount due; that Defendant did fail to make timely payments on the credit card account according to the terms of the card agreement and as requested on monthly statements of account; and that Defendant is presently in default of those terms. By virtue of such default the entire balance of \$14,780.05 on the account is presently due and owing.
3. Demand for payment of the balance owing was made more than thirty (30) days prior to making this affidavit, after which the attorneys representing Citibank (South Dakota), N.A. were retained for the purpose of collecting the delinquent debt owed on the credit card account referenced above.
4. Exhibit A attached hereto is a hard copy print out of the financial information, including the balance owing, residing on the Citibank (South Dakota), N.A. computer system as of the date the account(s) was (were) referred for collection to the attorney maintaining this lawsuit. The balance owing on the date of referral has remained unchanged from and after that date.
5. The debt reflected on Exhibit A is delinquent, past due and remains due and owing. Plaintiff is the party and entity to whom the delinquent debt is owed. There are no set-offs, credits, or allowances due or to become due from the Plaintiff to the Defendant, other than those set forth herein or set forth on Exhibit A attached hereto.
6. Defendant has made no claim of being an active member in the military services of the United States or any state thereof, and to the best of my knowledge, the defendant is not an active member in military service. Nor has Defendant requested reduction of the interest rate on the account to six percent (6%) pursuant to the Soldiers and Sailors Civil Relief Act.



Affiant

Attorney Management Specialist

Title

Personally known to me, subscribed and sworn to before me, a notary public for the state of Missouri, this 20 day of August, 2008

(SEAL)

My Commission Expires: _____



Colleen McConnel
Notary Public - Notary Seal
State of Missouri, Platte County
Commission# 04617651
My Commission Expires October 11, 2008

AZ.24532.75

519072

07/08/08 \$14780.05 \$14780.05

SITE: KC-CL

TM: CO-5000

ACID: KCB0197

PUT DUE DATE

NEW BALANCE

MIN AMT DUE

06/16/08

20:20:19:

JOHN F BREWINGTON III
ATTNY ACCOUNT-CODE=LB41
CHANDLER
85226-1871000

AZ

CITI CARDS
P.O. BOX 6410
THE LAKES, NV
88901-6410

Citi® Platinum Select® Card



Account Number

5424 1806 7801 4504

Customer Service:

1-800-950-5114

BOX 6000

THE LAKES, NV

89163-6000

Total Credit Line

\$12500

Available Credit Line

\$0

Cash Advance Limit

\$7500

Available Cash Limit

\$0

New Balance

\$14780.05

Statement/
Closing Date

06/13/2008

Amount Over
Credit Line

\$2280.05

Past Due

\$3394.76

Purch/Adv
Minimum Due

\$221.00

Minimum
Amount Due

\$14780.05

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Your Minimum Amount Due on any New Balance over \$20 will no longer include the total amount of your transaction fees. These fees include balance transfer, cash advance, and foreign purchase fees. Remember, you can pay these fees (and any other amounts owed on your account) at any time.

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 480-961-8838 and business phone 602-548-2408. Please update coupon if incorrect.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$7,133.03	\$0.00	\$0.00	\$0.00	\$7,133.03
ADVANCES	\$7,647.02	\$0.00	\$0.00	\$0.00	\$7,647.02
TOTAL	\$14,780.05	\$0.00	\$0.00	\$0.00	\$14,780.05

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$0.00	0.07942%(D)	28.990%	28.990%
ADVANCES				
Standard Adv	\$7,732.66	0.07942%(D)	28.990%	28.990%