

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS
LIMITED ACTIONS

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DISCOVER BANK BY ITS
SERVICING AGENT
DISCOVER FINANCIAL
SERVICES, INC.,

Plaintiff,

CLERK DISTRICT COURT
WYANDOTTE COUNTY KANSAS

BY



DEPUTY

vs.

Case No. 2003 LM 8567

ALBERTA M. KLEITZ,
Defendant.

MEMORANDUM DECISION AND JOURNAL ENTRY

Now on this 30th day of January 2006 this matter comes on for trial. Plaintiff appears by its representative and attorney Marian M. Burns and Geoffrey W. Hetley. Defendant appears in person and pro se with her husband. The matter is tried and taken under advisement.

The court finds that:

1. Plaintiff has sued for \$13,836.13 on a charge account for money transfers to a Chase account of \$10,110.00 and \$3,200.00 in February of 2003;
2. Exhibit A going back to 1997 shows some months of multiple purchases from Nikken Inc. with several of these in the \$1,000.00 to \$1,900.00 range. Other than that the activity appears to be transfers into and out of the account of amounts from time to time in the range of \$8,000.00, \$9,000.00 and \$10,000. Exhibit A also shows several different credit companies (Chase Visa,

Chase Manhaton (sic), Chase, Chase Bank, Discover, MBNA and First USA Bank) were involved with Chase Manhaton (sic) the most prevalent, including \$9,546.05 on October 2, 1997 from Chase giving the appearance this account was used as a business account. The account is now due and owing;

3. Defendant was given a second chance to answer Interrogatories and Requests for Admission;

4. Defendant's request for arbitration prevailed and was allowed by this court but the arbitration was dismissed and the matter came back to this court to be tried;

5. Defendant filed numerous pleadings with her spouse offering moral support and probably scrivener assistance if not outright drafting;

6. Defendant finally hired an attorney who subsequently withdrew;

7. The debts were incurred by a telephonic money transfer both times that had to go through plaintiff's security system;

8. The security system screened information provided by the caller including but not limited to:

- A. the account number,
- B. mother's maiden name,
- C. address,
- D. balance verification,
- E. name match

F. name match with Chase

9. The P.O. Box address on this Discover account belongs to the defendant's husband and the social security number is the defendant's;
10. Defendant had a Chase Manhaton (sp?) card (credit);
11. Initially defendant couldn't "recall" a transfer to Chase;
12. Initially defendant couldn't "recall" a card with Discover Bank;
13. The account was charged off but the debt was not forgiven;
14. Discover has not assigned the debt to any party.

The court concludes that:

1. This matter has had extensive attention and pleadings from defendant by assistance of her husband in the early court dates where he seemed knowledgeable of the matters to which defendant seemed collaterally involved without full appreciation of subject or procedure;
2. Defendant's denial was attenuated by defendant when she was called by the plaintiff as a witness, but did not wish to take the stand and upon testifying could not at first "recall" the transaction or "recall" the Discover account. Her answers later hardened into there not being a transfer nor account; however, Exhibit A showed a sizeable transfer in from a different Discover account. Whether this was her account is not clearly established but the multiple near credit limit transfers in and out involving the multiple credit accounts from 1997 to 2001 make it appear that money was being juggled by defendant and/or her husband.

Fortunately the court does not have to rely on this as the plaintiff has made its case without it;

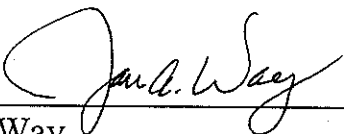
3. Plaintiff's security system checks for a telephone transfer were extensive and impressive, requiring more knowledge and information from the caller than would be necessary for a credit card purchase;

4. Plaintiff has proved a debt of which only defendant or perhaps a spouse would likely have the extensive information necessary to complete and defendant owes plaintiff \$13,836.13.

5. Defendant's Objections to Plaintiff's Subpoena Duces Tecum and Motion to Quash should be and is denied for various reasons including having been previously ruled on and/or being issues for trial and/or failing to state a sufficient basis.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that judgment is awarded plaintiff against defendant on February 14, 2006 in the amount of \$13,836.13 and court costs. Any and all other motions outstanding, if any, are denied.

Dated: February 16, 2006

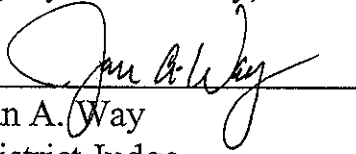


Jan A. Way
District Judge

JAW:ksc
cc: Court File

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the above and foregoing Memorandum Decision and Journal Entry was mailed first-class, postage prepaid, by United States Mail to Marian M. Burns, Burns, Burns, Walsh & Walsh, P.A., P.O. Box 487, Lyndon, Kansas 66451, Geoffrey W. Hetley, Hetley Law Firm, P.A, 103 East Park Street, P.O. Box 155, Olathe, Kansas 66061 and Alberta M. Kleitz, P.O. Box 2063, Kansas City, Kansas 66110 on this 16 day of February, 2006.



Jan A. Way
District Judge