

15. AMERICAN EXPRESS STATEMENTS

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF

----- X

Mary Jones

Plaintiff,

CERTIFICATION

- against -

Index No.:

John DiMartini

Defendant.

----- X

STATE OF NEW YORK)

) ss.:

COUNTY OF)

Leslie Johnson

, being duly sworn, deposes

and says:

(PRINT NAME)

The within certification is submitted in accordance with CPLR §3122-a.


1. The affiant is the duly authorized custodian or other qualified witness and has authority to make the within certification;

2. To the best of the affiant's knowledge, after reasonable inquiry, the enclosed records or copies thereof are accurate versions of the documents described in the subpoena duces tecum that are in the possession, custody, or control of the person receiving the subpoena;

3. To the best of the affiant's knowledge, after reasonable inquiry, the records or copies thereof produced represent all the documents described in the subpoena duces tecum, or if they do not represent a complete set of the documents subpoenaed, an explanation of which documents are missing and a reason for their absence is provided, where necessary and appropriate; and

4. The records or copies thereof produced were made by the personnel or staff of the business, or persons acting under their control, in the regular course of business, at the time of the act, transaction, occurrence or event recorded therein, or within a reasonable time thereafter, and that it was the regular course of business to make such records.

Sworn to before me on
_____, 2013


(Signature of Affiant)

American Express
(Business Name)

Corporate office
(Business Address)

(Business Telephone Number)

NOTARY PUBLIC
STAMP



Blue Cash® from American Express

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John DiMartini
Closing Date

CLOSING DATE 9/13

New Balance	\$6,652.46
Minimum Payment Due	\$188.00
Payment Due Date	

Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee of up to \$35.00 and your Purchase APR may be increased to the Penalty APR of 27.24%.

Blue Cash Rewards
as of Jun 2012

248.95

For details, please see your Reward Dollar Summary

Account Summary

Previous Balance	\$6,454.17
Payments/Credits	-\$3,048.00
New Charges	+\$3,123.63
Fees	+\$0.00
Interest Charged	+\$122.66

New Balance	\$6,652.46
Minimum Payment Due	\$188.00

Credit Limit	\$20,000.00
Available Credit	\$13,347.54
Cash Advance Limit	\$4,000.00
Available Cash	\$4,000.00

Days in Billing Period: 30

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	17 years	14,853
271	3 years	9,752 (Savings = 5,101)

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.


Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care **Pay by Phone**
1-888-258-3741 1-800-472-9297

See Page 2 for additional information

Use your smartphone to see the benefits that come with your Card



Scan the QR code to download our mobile app or visit americanexpress.com/mobile on your PC to learn more.

Please fold on the perforation below, detach and return with your payment

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
1-800-472-9297

Account Ending 7-93006
Enter account number on all documents.
Make check payable to American Express.

John DiMartini
c/o DiMartini & Sons
656 Batterman Road
Gotham City

Payment Due Date
New Balance
\$6,652.46
Minimum Payment Due
\$188.00

Check here if your address or phone number has changed. Note changes on reverse side.

AMERICAN EXPRESS
P.O. BOX 1270
NEWARK NJ 07101-1270

\$ _____
Amount Enclosed

0000349991105406573 000665246000018800 03 H

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your deposit or other asset account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest on your Account. Call the Customer Service number listed below for more information about this balance computation method and how resulting interest charges are determined. *The method we use to figure the ADB and interest results in daily compounding of interest.*


Paying Interest: Your due date is at least 25 days after the close of each billing period. We will not charge you interest on your purchases if you pay the New Balance by the due date each month. We will charge you interest on cash advances and (unless otherwise disclosed) balance transfers beginning on the transaction date.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. **We will charge a fee of 2.7% of the converted US dollar amount.** We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

New York residents may contact the New York Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-800-518-8866.

	Customer Care & Billing Inquiries	1-888-258-3741	Hearing Impaired
	International Collect	1-336-393-1111	TTY: 1-800-221-9950
	Large Print & Braille Statements	1-888-258-3741	FAX: 1-800-695-9090
	Express Cash	1-800-CASH-NOW	In NY: 1-800-522-1897

	Website: americanexpress.com
	Mobile Site: amexmobile.com
Customer Care & Billing Inquiries	Payments
P.O. BOX 981535	P.O. BOX 1270
EL PASO, TX	NEWARK NJ
79998-1535	07101-1270

Change of Address

If correct on front, do not use.

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care.
- Please print clearly in blue or black ink only in the boxes provided.

Street Address

City, State

Zip Code

Area Code and Home Phone

Area Code and Work Phone

Email

Pay Your Bill with AutoPay

- Avoid late fees
- Save time

Deduct your payment from your bank account automatically each month

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.



Blue Cash® from American Express
John DiMartini

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Closing DATE 9/13

Payments and Credits

Summary

	Total
Payments	-\$3,000.00
Credits	-\$48.00
Total Payments and Credits	-\$3,048.00

Detail

*Indicates posting date

Payments	Amount
06/09/12* ELECTRONIC PAYMENT RECEIVED-THANK	-\$3,000.00
Credits	Amount
06/30/12 BORGATA SPA ATLANTIC CITY NJ 6093177337	-\$48.00

New Charges

Summary

	Total
Total New Charges	\$3,123.63

Detail



John DiMartini
Card Ending

	Amount
06/06/12 ROBERT GRAHAM DESIGN NEW YORK NY 212-869-8001	\$215.57
06/07/12 BROTHER JIMMYS BROTH NEW YORK NY 16TH STREET NEW YORK, NY FOOD/BEVERAGE \$20.50 TIP \$4.00	\$24.50
06/08/12 DUANE READE #143740 NEW YORK NY 8002892273 Description REFER TO RECEIPT	\$31.97
06/10/12 NYC DOT METERED PARK LONG ISLAND CI NY GOVERNMENT SERVICE	\$7.00
06/11/12 TARALLUCCI E VINO 02 NEW YORK NY 2123881190 FOOD/BEVERAGE \$45.73 TIP \$5.00	\$50.73
06/12/12 BLOCKBUSTER.COM 866-692-2789 TX ONLINE SUBS	\$10.88
06/12/12 THE CAPRI THE CAPRI SOUTHAMPTON NY LODGING	\$460.67
06/15/12 NOBU AT THE CAPRI SOUTHAMPTON NY RESTAURANT FOOD/BEVERAGE \$196.61 TIP \$38.00	\$234.61

Continued on reverse

Detail Continued

				Amount
06/16/12	WOLFFER ESTATE VINEYSAGAPONACK	NY		\$103.85
	LIQUOR STORE			
	TIP		\$5.00	
06/17/12	THE CAPRI THE CAPRI SOUTHAMPTON	NY		\$460.67
	LODGING			
06/17/12	BAR FRITES GREENVALE	NY		\$82.52
	RESTAURANT			
	FOOD/BEVERAGE		\$69.52	
	TIP		\$13.00	
06/21/12	ZERO OTTO NOVE NY NY			\$110.21
	RESTAURANT			
06/22/12	MORTONWILLIAMS PUR ONE NEW YORK	NY		\$43.19
	2125867750			
	Description			
	GROCERY STORE			
06/26/12	THE BORGATA ATLANTIC CITY	NJ		\$715.28
	Arrival Date	Departure Date		
	06/26/12	06/27/12		
	00000000			
	LODGING			
06/28/12	LUCY'S 0038 NEW YORK	NY		\$80.00
	212-244-8866			
	Description			
	FOOD/BEVERAGE			
06/30/12	CALVIN KLEIN #060 00ATLANTIC CITY	NJ		\$41.87
	FAMILY CLOTHING			
	Description			
	APPAREL/ACC			
06/30/12	THE BORGATA ATLANTIC CITY	NJ		\$57.56
	Arrival Date	Departure Date		
	06/29/12	06/30/12		
	00000000			
	LODGING			
06/30/12	THE BORGATA ATLANTIC CITY	NJ		\$53.90
	Arrival Date	Departure Date		
	06/29/12	06/30/12		
	00000000			
	LODGING			
06/30/12	BORGATA SPA ATLANTIC CITY	NJ		\$60.00
	6093177337			
06/30/12	SUNOCO 0558352100 WALL TOWNSHIP	NJ		\$35.01
	AUTO FUEL DISPENSER			
07/01/12	RUE 57 NEW YORK	NY		\$50.95
	RESTAURANT			
	FOOD/BEVERAGE		\$42.95	
	TIP		\$8.00	
07/01/12	MEADOWLANDS BOX OFFIE RUTHERFORD	NJ		\$107.00
	GOVERNMENT SERVICE			
	TICKETS 20120701			
07/05/12	STEPHANIES ON NEWBURBOSTON	MA		\$85.69
	6172360990			
	FOOD/BEVERAGE		\$71.69	
	TIP		\$14.00	

Continued on next page



Closing Date

Account Ending

Fees

	Amount
Total Fees for this Period	\$0.00

Interest Charged

	Amount
07/06/12 Interest Charge on Purchases	\$122.66
Total Interest Charged for this Period	\$122.66

Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2012	\$77.72
Total Interest in 2012	\$378.17

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	13.24% (v)	\$0.00	\$0.00
Cash Advances	25.24% (v)	\$0.00	\$0.00
Purchases - Penalty APR	27.24% (v)	\$5,480.94	\$122.66
Total			\$122.66

(v) Variable Rate



Account Ending

Reward Dollar Summary

Total Reward Dollars as of Jun 2012 Billing Period
248.95

Beginning Reward Dollar Balance	+202.37
Reward Dollars Earned*	+46.58
Total Reward Dollar Balance	+248.95

*Reward Dollars Earned this period are pending until the minimum due is paid and your account is in good standing.

Base Reward Dollars

Period	Qualified Spend\$	Reward Dollars
GAS	\$75.00 @5%	3.75
GROCERY	\$127.60 @5%	6.38
DRUGSTORE	\$50.60 @5%	2.53
Everywhere Else	\$3,392.87 @1%	33.92
Total	\$3,646.07	46.58
Total Qualified Spend This Reward Year	\$23,887.21	

Important Messages

Visit americanexpress.com/rewarddollars to redeem for cash back, gift cards, and merchandise. Redemptions start at just 25 Reward Dollars.

Remember to pay at least the Minimum Payment Due, by the Payment Due Date, to be eligible to earn or redeem reward dollars and to avoid late fees.

Terms and Conditions

You will receive Blue Cash Reward Dollars™ (reward dollars) for eligible purchases. The number of reward dollars you will receive each billing period is based on a percentage of the dollar amount of your eligible purchases during the billing period. The reward percentage is based on the type of purchase and your prior spend during the reward year at the time of purchase as follows: You will receive a reward of 1% on everyday purchases, described below, and a reward of 0.5% on all other types of eligible purchases, on your first \$6,500 of eligible purchases in the 12 billing periods in a row beginning with the one in which the anniversary of your Card account occurs (reward year). For eligible purchases of \$6,500.01 or more, the reward is 5.0% for everyday purchases and 1.0%* for all other eligible purchases. (*If your Blue Cash® from American Express Card Account was first opened during 2011 or in January 2012, you will continue to earn 1.25% for all other eligible purchases until the first anniversary of the opening of your Card Account).

Everyday purchases are eligible purchases made at the following categories of U.S. merchants that are not departments of superstores or warehouse clubs: supermarkets, drug stores, and automobile gasoline stations (up to \$400 for each purchase of automobile gasoline). *Eligible purchases* are charges to your account for goods or services that have not been returned or otherwise credited to your account. Eligible purchases do not include fees or interest charges, balance transfers, cash advances, purchases of American Express® Travelers Cheques, purchases or reloading of American Express prepaid cards or purchases of other cash equivalents.

You can redeem reward dollars for statement credits in increments of 25 whenever your total available reward dollar balance is 25 or more. We may at our option offer you other ways to redeem your reward dollars, such as for gift cards or merchandise. The minimum redemption is 25 reward dollars. Only your eligible purchases for personal, family or household use will count toward eligible purchases. We may change the terms of this program at our discretion. If you violate or abuse this program, you may forfeit some or all of your reward dollars. Additional terms and conditions apply.

