

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF CLINTON

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TD BANK USA, N.A.

PLAINTIFF,

-AGAINST-

SAMANTHA N JENNETTE  
DEFENDANT.  
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Plaintiff designates CLINTON County as the place of trial; the defendant resides in CLINTON County

**INDEX NUMBER:**  
PURCHASE DATE:  
S&S FILE NO. F068659

**SUMMONS**

Plaintiff's address: 7000 TARGET PARKWAY NORTH MS-NCB-0464, BROOKLYN PARK, MN 55445

The Basis of the Venue is Defendant's Residence

*CONSUMER CREDIT TRANSACTION*

***TO THE ABOVE NAMED DEFENDANT(S):***

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the state of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint, together with the costs of this action.

Dated: September 30, 2023

Selip & Stylianou, LLP  
Attorneys for plaintiff  
P.O. Box 9004, 199 Crossways Park Dr., Woodbury, NY 11797-9004  
(516) 364-6006 ext. 8991; (866) 848-8975 ext. 8991; TTY/TRS: (516) 422-8500  
Refer to S&S File No. F068659

Defendant to be served: SAMANTHA N JENNETTE, 1275 FISKE RD, CHAZY, NY 12921

**This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.**



By: \_\_\_\_\_  
MITCHELL SELIP ESQ.



SUPREME COURT OF THE STATE OF NEW YORK  
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SAMANTHA N JENNETTE

**COMPLAINT**

DEFENDANT.  
-----

Plaintiff, by its attorneys, complaining of the Defendant(s), respectfully alleges that:

1. Plaintiff is a national banking association organized pursuant to federal law.
2. Upon information and belief, the Defendant(s) resides or has an office in the venue in which this action is brought, or the Defendant(s) transacted business within the venue in which this action is brought, either in person or through an agent, and the instant cause of action arose out of said transaction.
3. Based upon a reasonable inquiry, the Statute of Limitations for the causes of action asserted herein has not expired.

#### FACTS

4. A Target Credit Card-branded revolving credit account (hereafter the "Account") was opened in Defendant's name, subject to the terms and conditions provided, or made available in electronic format, to the Defendant (the "Agreement"). A copy of the terms and conditions and the charge-off statement are attached hereto. Plaintiff is the original creditor (as defined in NY CPLR § 105(q-1)) and owner of the Account.

5. Defendant used the Account and incurred a balance. The last four digits of the Account number on the most recent monthly statement recording a purchase transaction, last payment, or balance transfer (the "Last Activity Statement") are 5980, and the balance owed as set forth in the Last Activity Statement was \$6,498.31.

6. Defendant breached the terms of the Agreement by failing to make the agreed-upon payments when due.

7. Demand for payment of the Account was made on Defendant, but Defendant failed to make all the required payments. The Defendant's last payment was made on or about December 15, 2022 in the amount of \$194.00.

8. As a result of Defendant's default, the Plaintiff closed the Account and subsequently charged it off on July 17, 2023 in the amount of \$7,323.57, as reflected in the attached statement, which was mailed

or otherwise made available to the Defendant on or about July 17, 2023.

9. The balance currently due and owing is **\$7,323.57**, itemized as follows:

Balance due at time of charge-off:	\$7,323.57
Plus total amount of interest accrued since charge-off:	\$0.00
Plus total amount of non-interest charges or fees since charge-off:	\$0.00
Plus total amount of dishonored payments:	\$0.00
Less total amount of payments and/or credits since charge-off:	\$0.00

#### AS AND FOR A FIRST CAUSE OF ACTION

10. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if more fully set for herein.


11. As a result of Defendant's breach of the Agreement, and after crediting Defendant for all payments and credits, there is now due and owing by Defendant to Plaintiff the sum of **\$7,323.57**, no part of which has been paid despite due demand therefor.

**WHEREFORE**, Plaintiff demands judgment against Defendant(s) in the amount of **\$7,323.57** together with costs and disbursements.

The undersigned attorney hereby certifies that, to the best of his/her knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the presentation of the within complaint and the contentions therein are not frivolous as defined in part 130-1.1(c) of the rules of the Chief Administrator.

Dated: SEPTEMBER 30, 2023

YOURS, ETC.

By:   
\_\_\_\_\_  
MITCHELL SELIP ESQ.  
Selip & Stylianou, LLP, Attorneys for Plaintiff  
199 Crossways Park Drive, Woodbury, NY 11797-9004  
(516) 686-8991; (866) 848-8975 ext. 8991;  
S&S File No. F068659