

Statement Regarding Fraudulent Claim by Catherine Martin

CASE # 2010285003937

Catherine Martin placed this order at 10:17 pm on 10/01/10. EXHIBIT 1.

Transaction passed AVS and CVV. EXHIBIT 2.

Purchase is not refundable or exchangeable. Customer must agree to this condition and check the checkbox that indicates agreement in order to place an order. She also agreed to direct all questions and concerns pertaining to credit card charges IN WRITING to P.O. Box 2400, Champaign, IL. Nothing has been received in writing regarding this matter. EXHIBIT 3.

Customer claims service was not provided. She was booked on the 1300, scheduled to depart the Armory at 1:10 pm, she was scheduled to board there with 19 other passengers. EXHIBIT 4

Our shuttle operates on a timetable, it departs places at specific times. 17 out of 20 tickets were collected at the 1:10 pm departure (there are often several no shows).

Customer did call to demand a refund on 10/4/10, and was informed that the bus was at the proper location at the agreed departure time and that her ticket was nonrefundable for all reasons, including the passenger missing the bus.

Since ticket is not refundable, this chargeback is not valid. Please reverse it immediately.

**Thanks,
Suburban Express**

EXHIBIT 1

779466

Show

Reset

<< 779465

CATHERINE MARTIN
csmartin02@.net

779467 >>

Phone: 847-9503 Conf #: JNJ4L-ZG9IS-IQ4D4-M4M4F
 Timestamp: 2010-10-01 22:17:50 (2010-10-02 03:17:50 GMT) Fare: 26.45
 Round Trip: NO Paid By: CREDIT_CARD
 Sold By: web (4) Refunded: ()

Event History

| Time | Event | Clerk | Customer ID | Data | Date |
|-------------------------|-------|-------|-------------|------|-------------------------|
| 22:17:50 (03:17:50 GMT) | HOLD | 4 | 121640 | | 2010-10-01 (2010-10-02) |
| 22:17:52 (03:17:52 GMT) | SALE | 4 | 121640 | | 2010-10-01 (2010-10-02) |

Web Event

Stamp Script/IP
 Notes/Data:
 CREATE 2010-10-01 22:17:50 (2010-10-02 03:17:50 GMT) /checkout_run.php (75.26.234.90 Lookup / History)
 CATHERINE MARTIN

Tickets

| Leg #/Bucket # | From | To | Date/Journey | Status | ID |
|----------------|------|-----|--------------|--------|-----------------------|
| 1 | ARM | WFD | 2010-10-03 | SALE | 10526 |
| -- | ARM | WFD | 1300 | SALE | 20747/159453 (tear 0) |

Resend Email

CC Transactions

| Type | Auth # | User Ref | Trans ID | Text |
|-----------------|-------------|----------|------------|-------------------------------------|
| <u>auth/cap</u> | 02588C [OK] | 26.45 | 3215109162 | This transaction has been approved. |

User Info

Customer 121640

Name: CATHERINE MARTIN Phone: 847-317-9503
 Email: csmartin02@.net (nospam) Alt. Phone:
 Address: 640 Rd
 Deerfield, IL 60001

DB record: 117429

Card:

Phone:

Show

Reset

EXHIBIT 2

CC Transactions

| Response | Type | Resv | Auth | Response TID | User Ref | Text |
|----------|------------------|----------|----------------|--------------|---------------------|---|
| AVS Code | Card | Exp Date | Descr | Amount | Track 1 | |
| | Invoice | Cust ID | CVV | Sent TID | Timestamp | |
| OK | AUTH_CAPTURE | 779466 | 02588C | 3215109162 | 26.45 | This transaction has been approved. (1) |
| A | 4147202052304142 | 1110 | Illini Shuttle | 26.45 | | |
| | 779466 | 121640 | | | 2010-10-01 22:17:50 | |

Email about Promotions?

Uqgh, no! :

EXHIBIT 3

Carefully Read Terms & Conditions:

Terms & Conditions

- By clicking the "PAY and Generate Tickets" button below, you confirm your acceptance of Illini Shuttle and Suburban Express web store policies, listed below.
- Tickets are non-refundable, non-exchangeable, and cannot be used on another day or at another time.
- No refunds will be given for duplicate or incorrect reservations. Please inspect the contents of your basket carefully before paying. Please do not press the "Pay..." button below unless you want to make immediate and IRREVOCABLE payment.
- You MUST print out your ticket and present it to bus driver to board. You will not be permitted to board without a printed ticket.
- In the event that your ticket is altered, multiple copies of your ticket are collected by driver(s), your ticket is used for transportation on the wrong date or trip, or between the wrong stops, you agree to pay the applicable full fare plus \$100 for each invalid, altered or duplicate ticket collected, and authorize us to bill your credit card for same.
- You agree that Suburban Express / Illini Shuttle liability shall be limited to the cost of your ticket, and that Suburban Express / Illini Shuttle shall not be liable beyond the cost of your ticket under any circumstances.
- If passenger or passenger parent/friend/companion/ride interferes with or delays departure of bus in any way, engages in disruptive behavior, or uses offensive or aggressive language in dealing with company, company employees, subcontractors, or subcontractor employees, you agree to pay Suburban Express the amount of \$500 for liquidated damages sustained by Suburban Express resulting from the aforementioned actions.
- If an attorney is retained to contact you in relation to any violation of the terms and conditions contained herein, you agree to pay said attorney a minimum of .5 hours at the prevailing rate.
- You agree to direct all questions and concerns pertaining to credit card charges or credits to Suburban Express / Illini Shuttle IN WRITING at PO Box 2400, Champaign, IL 61825. You agree to pay any and all collection costs, including attorney's fees, should collection or other legal action become necessary, and that the agreed venue for any legal action arising out of this transaction shall be Champaign County, Illinois.

I AGREE TO ALL OF THE ABOVE TERMS & CONDITIONS

[Validate](#)

[< Go Back](#)

[PAY and Generate Tickets >](#)

Show

Reset

2010-10-03: 1300

Rider Grid: 1300

CRM OAK WFD ORD1 Total

| | | | | | |
|-------|---|---|----|---|----|
| HGI | - | - | - | - | - |
| ARM | 4 | 5 | 11 | - | 20 |
| ALT | 1 | 2 | 1 | - | 4 |
| ISR | - | 1 | - | - | 1 |
| Total | 5 | 8 | 12 | - | 25 |

EXHIBIT 4

Manifest: 1300

2010-10-03 Schedule 1300 Sold: 25

| Last | First | On | Off | Ticket |
|------------|----------|-----|-----|-----------------|
| [Redacted] | Alex | ALT | OAK | <u>779687</u> |
| [Redacted] | Gina | ARM | WFD | <u>777692</u> ← |
| [Redacted] | Paul | ARM | WFD | <u>779155</u> ← |
| [Redacted] | Nicholas | ALT | WFD | <u>778460</u> |
| [Redacted] | Michael | ARM | WFD | <u>779253</u> ← |
| [Redacted] | Andrew | ALT | WFD | <u>778578</u> |
| [Redacted] | Christop | ARM | WFD | <u>779201</u> ← |
| [Redacted] | Evan | ISR | OAK | <u>779356</u> |
| [Redacted] | Evan | ISR | OAK | <u>779358</u> |
| [Redacted] | Jorge | ARM | CRM | <u>778239</u> ← |
| [Redacted] | Patricia | ARM | OAK | <u>777077</u> ← |
| [Redacted] | Tom | ARM | WFD | <u>778687</u> ← |
| [Redacted] | Jung | ARM | WFD | <u>778452</u> ← |
| [Redacted] | Julie | ARM | CRM | <u>778138</u> ← |
| [Redacted] | Alyssa | ISR | OAK | <u>779364</u> |
| Martin | Catherin | ARM | WFD | <u>779466</u> |
| [Redacted] | Dominiqu | ARM | OAK | <u>777952</u> ← |
| [Redacted] | Nedra | ARM | CRM | <u>779149</u> ← |
| [Redacted] | Carnell | ARM | OAK | <u>777681</u> ← |
| [Redacted] | Vishal | ALT | OAK | <u>779474</u> |
| [Redacted] | Gwen | ARM | WFD | <u>778644</u> ← |
| [Redacted] | Gwen | ARM | WFD | <u>778646</u> ← |
| [Redacted] | Michael | ARM | OAK | <u>778774</u> ← |
| [Redacted] | Mary | ARM | OAK | <u>779234</u> ← |
| [Redacted] | Orie | ARM | WFD | <u>779693</u> ← |
| [Redacted] | Katie | ARM | CRM | <u>778139</u> ← |
| [Redacted] | Shana | ARM | WFD | <u>779692</u> ← |
| [Redacted] | Ilhan | ALT | CRM | <u>778171</u> |

Other passengers who boarded the 1300 at the Armory

main or fax response to.
Sage Payment Solutions
Retrieval & Chargeback Department
P.O. Box 540
Myersville, MD 21773

Chargeback Debit Advice *MARKINA*
Respond By: 10/30/2010 *CATHERIN*

Fax: (301) 631-6717

10/21/2010

SUBURBAN EXPRESS LTD
DBA BIGBUS.COM 217-344-5500
PO BOX 4048
LISLE IL 605329048

Your Case Number is: **2010285003937**

This is a notification of a first chargeback initiated by the issuing bank: Chase Bank USA, National Association
Reason: **Services Not Provided or Merchandise Not Received**

| | | | |
|------------------------|----------------------|-----------------------|-------------------------|
| Type: | Retail Sale | Cardholder Number: | 4147XXXXXXXX4142 |
| Merchant Name: | SUBURBAN EXPRESS LTD | Reference Number: | 24639230276900019331891 |
| Merchant #: | 3948907192000043 | 2nd Reference Number: | |
| Transaction Amount: | \$26.45 | Cardholder Name: | |
| Chargeback Amount: | \$26.45 | Transaction Date: | 10/2/2010 |
| Original Reference: | 779466 | Posting Date: | 10/3/2010 |
| Airline Ticket Number: | | Resolved Date: | 10/20/2010 |
| | | Received Date: | 10/10/2010 |

- **Your account has been adjusted because:**
Merchandise services have not been received by your customer. Provide the invoice/order form, and valid proof of delivery.

PLEASE BE AWARE:

You must supply chargeback rebuttal documentation no later than **10/30/2010**. Failure to do so could result in the forfeiture of your reversal rights established by current Visa/MasterCard/Discover rules and regulations.

For faster processing, fax your reversal request. Please complete and attach this form to any documentation supporting your case. Should you have any questions please contact the chargeback department at (301) 631-6891. *Please note that we may have printed documentation on the back side of each page.*

MERCHANT ACTION NECESSARY TO REMEDY CHARGEBACK

- *Merchandise services have not been received by your customer. Provide the invoice/order form, and valid proof of delivery.*
- *If a full or partial credit was issued, an explanation must be provided, along with your rebuttal to the chargeback.*

Contact Person: *[Redacted]*

Telephone No: 217 344 - 5500 Fax No: 217 - 344 - *[Redacted]*

Reversal Reason (if insufficient space, please attach a separate sheet with your reason):

See attached

Chargeback Questionnaire: ROL Case Number 1140555810

Transaction Information

| | | | | | |
|--------------|-----------------------------|------------|-----------|-------------|-----------------|
| Card/Acct #: | XXXXXXXXXX | Tran Type: | Sale | Issuer: | CHASE BANK USA, |
| CH Name: | | Tran Date: | 10/02/10 | | NATIONAL ASSO- |
| Tran ID: | 160275118718528 | Tran CPD: | 10/04/10 | | CIA |
| ARN: | 2-463923-0276-90001933189-1 | Tran Amt: | 26.45 USD | Merchant: | BIGBUS.COM 217- |
| | | | | | 344-5500 |
| | | | | Location: | 217-3445500, IL |
| | | | | Acquirer: | HARRIS NATIONAL |
| | | | | | ASSOCIATION |
| Acqr BID: | | Spec Cond: | | MCC: | 4121 |
| Reimb Attr: | A | MOTO&CI: | 7 | Network ID: | VISA |

Action: Chargeback

Dispute Information

Dispute Group: Non-Receipt of Goods or Services
 Dispute Reason: 30 - Services not Provided or Merchandise Not Received
 Dispute Amount: 26.45 USD Cardholder Debit Credit
 Return to Queue: Unassigned

Elaboration Information

What was purchased? Services
 Describe the service ordered:
 bus was suppose to stop specif stop to pick daughter up
 Merchant unwilling or unable to provide service
 Date of expected receipt: 2010-10-03
 Did the cardholder receive the service late? No
 Was the service cancelled due to Non-Receipt? No

Attempt To Resolve

Did the cardholder attempt to resolve with the merchant? Yes
 Date of most recent contact: 2010-10-03
 Name of Contact: customer service
 Contact Method: phone
 Merchant's Response:

man of the response to.
Sage Payment Solutions
Retrieval & Chargeback Department
P.O. Box 540
Myersville, MD 21773

Reversal Acceptance



MARTIN
CATHERINE

Fax: (301) 631-6717

11/9/2010

SUBURBAN EXPRESS LTD
DBA BIGBUS.COM 217-344-5500
PO BOX 4048
LISLE IL 605329048

Your Case Number is: **2010305003488**

Merchant Notification of Acceptance

| | | | |
|---------------------|------------------|--------------------|-------------------------|
| Type: | Retail Sale | Cardholder Number: | 4147XXXXXXXX4142 |
| Merchant #: | 3948907192000043 | Reference Number: | 24639230276900019331891 |
| Transaction Amount: | \$26.45 | Transaction Date: | 10/2/2010 |
| Adjustment Amount: | \$26.45 | Airline Ticket No: | |
| | | Original Ref No | 779466 |

We are reversing this chargeback:

Your response is being sent to the cardholder's bank. The cardholder's bank has the right to initiate a prearbitration case and possible filing with the Associations.

Please do not respond to this advice. The case has been returned to the issuing bank.

Should you have any questions please contact the chargeback department at (301) 631-6891. *Please note that we may have printed documentation on the back side of each page.*

not able to talk to anyone , no answer

Additional Information

Comments:

Documents:

No documents attached

Chargeback Reference Number: 555810

Cardholder Contact Information

Name:

Cardholder did not release contact information.

By completing this form, you agree that the information captured is correct to the best of your knowledge. Any available documentation which supports this dispute should be attached.

Customer Service
P.O. Box 4048
Lisle, IL 60532

January 7, 2013

Catherine Martin
640 Wilmot Rd
Deerfield, IL 60001

re: Debt related credit card chargeback

Greetings,

When you purchased Suburban Express ticket #779466 you agreed to our standard terms and conditions, which include:

- By clicking the Pay and Generate Tickets button, below, you confirm your acceptance of Illini Shuttle and Suburban Express web store policies, listed below.

- No refunds will be given for duplicate or incorrect reservations. Please inspect the contents of your basket carefully before paying. Please do not press "Pay..." Button below unless you want to make immediate and IRREVOCABLE payment.

- In the event your ticket is altered, multiple copies of your ticket are collected by driver(s), your ticket is used for transportation on the wrong date or trip or between the wrong stops, you agree to pay the applicable full fare plus \$100 for each valid, altered or duplicate ticket collected, and authorize us to charge your credit card for same.

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- You agree to pay any and all collection costs, including attorney's fees, should collection or other action become necessary, and that the agreed venue for any legal action arising out of this transaction shall be Ford County, IL.

Subsequent to agreeing to the above Terms & Conditions, you caused a valid charge for \$26.45 to be reversed by your credit card company. Although your credit card company ultimately agreed with our position and reversed your chargeback, we were charged \$16.00 for each chargeback. This fee and all costs involved in collecting it are your responsibility.

As of this date, you are now indebted to us for:

| | | |
|----|-------|---------------------------|
| \$ | 16.00 | chargeback fee |
| \$ | 5.75 | collection costs thus far |
| \$ | 21.75 | total |

Formal demand for payment of \$21.75 is hereby made. Please furnish a certified check or money order for this amount no later than January 24, 2013.

If payment is not received at the above address by January 24, 2013 we will be filing suit in Ford County, IL small claims court. You will be held responsible for not only the amount cited above, but also:

- filing fees
- cost of serving you
- attorney's fees

Typically, these fees add up to about \$200, and we typically prevail in our small claims cases.

Govern your actions accordingly.

Regards,

Suburban Express

FILED IN THE CIRCUIT COURT
OF FORD COUNTY ILLINOIS

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
FORD COUNTY, ILLINOIS

MAR 05 2013

SUBURBAN EXPRESS, INC.,)
Plaintiff,) Case No. 2013-SC-40
vs.) Amount Claimed: \$68.75
) plus costs & attorney's fees
)
Catherine Martin)
Defendant,)

Kim Evans
CLERK

COMPLAINT

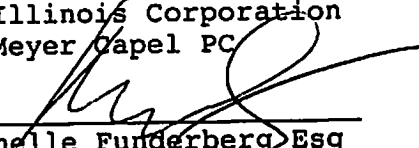
NOW COMES the Plaintiff, SUBURBAN EXPRESS, INC., an Illinois corporation for its Complaint against the Defendant, states as follows:

1. Plaintiff, SUBURBAN EXPRESS, INC is a corporation duly licensed to do business under the laws of the State of Illinois.
2. Defendant, Catherine Martin, is a resident of Deerfield in the State of IL.
3. Defendant requested Plaintiff to provide a seat on a vehicle operating between an origin location and a destination location.
4. Plaintiff agreed to provide a seat pursuant to the terms of a written contract, ("Contract"), a true and correct copy of which is attached hereto and marked Exhibit "A".
5. Agreed venue for disputes is Ford County, IL.
6. Defendant accepted the terms of the Contract.
7. Plaintiff has performed all terms and conditions of the Contract, and in particular, made a seat available to Defendant at the requested time on the requested date.
8. Defendant has failed to make payment as provided under the terms of the Contract.
9. As a result of the failure to make payment as provided under the Contract, Defendant is indebted to Plaintiff in

the amount of \$68.75.

10. The Contract provides for attorney's fees and costs to the prevailing party.

Suburban Express, Inc.
An Illinois Corporation
By Meyer Capel PC

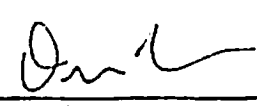
By: 
Rochelle Funderberg Esq
306 W Church Street
Champaign, IL 61820
(217) 352-1800

STATE OF ILLINOIS)
) SS
COUNTY OF FORD)

VERIFICATION

Under Penalties as provided by law pursuant to section 1-109 of the code of Civil Procedure, the undersigned certifies that the statements set forth in this Complaint are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Dated this 1 day of March , 2013.



President
SUBURBAN EXPRESS, INC.,
Plaintiff
714 S Sixth Street
Champaign, IL 61820
(217) 344-2600

Terms & Conditions

- By clicking the "PAY and Generate Tickets" button below, you confirm your acceptance of Illini Shuttle and Suburban Express web store policies, listed below.
- It is mutually agreed that the terms of this contract can only be modified in writing. Modifications to the terms of this contract are valid only if signed by president of company. No oral modifications of the terms of this contract by an employee, agent of company, or perceived agent of company shall be valid under any circumstance. Tickets are non-refundable, non-exchangeable, and cannot be used on another day or at another time.
- No refunds will be given for duplicate or incorrect reservations. Please inspect the contents of your basket carefully before paying. Please do not press the "Pay..." button below unless you want to make immediate and IRREVOCABLE payment.
- You MUST print out your ticket and present it to bus driver to board. You will not be permitted to board without a printed ticket.
- In the event that your ticket is altered, multiple copies of your ticket are collected by driver(s), your ticket is used for transportation on the wrong date or trip or between the wrong stops, you agree to pay the applicable full fare plus \$100 for each invalid, altered or duplicate ticket collected, and authorize us to charge your credit card for same.
- You agree that Suburban Express / Illini Shuttle liability shall be limited to the cost of your ticket, and that Suburban Express / Illini Shuttle shall not be liable beyond the cost of your ticket under any circumstance.
- If passenger or passenger parent / friend / companion / ride interferes with or delays departure of bus in any way, engages in disruptive behavior, or uses offensive or aggressive language in dealing with company, company employees, subcontractors, or subcontractor employees, you agree to pay Suburban Express the amount of \$500 for liquidated damages sustained by Suburban Express resulting from the aforementioned actions, and authorize us to charge your credit card for same.
- If an attorney is retained to contact you in relation to any violation of the terms and conditions contained herein, you agree to pay said attorney a minimum of 3/4 hour at the prevailing rate.
- You agree to direct all questions and concerns pertaining to credit card charges or credits to Suburban Express / Illini Shuttle IN WRITING at PO Box 2400, Champaign, IL 61825.
- You agree to pay any and all collection costs, including attorney's fees, should collection or other legal action become necessary, and that the agreed venue for any legal action arising out of this transaction shall be Ford County, Illinois.

EXHIBIT A

I AGREE TO ALL OF THE ABOVE TERMS & CONDITIONS