

Frequently Asked Questions

Why am I receiving this letter?

Our client (the retailer) has forwarded your file to the Law Offices of Palmer, Reifler & Associates, P.A. to make a statutory civil damages settlement request. Civil laws have been put into effect by state legislatures allowing for civil remedies which to a certain extent are used to compensate retailers for losses and costs associated with shoplifting. These laws were often enacted to punish individuals apart from any possible criminal punishment and to make it less likely for those individuals to commit theft again.

What happens if the store has its merchandise back?

Whether the item was or was not damaged, or whether or not it was returned to the store has little, if any bearing on the settlement amount being requested. The settlement amount being requested by the retailer for this statutory civil damages claim is not to compensate it for the merchandise, but for the alleged invasion of a legal right to the retailer's ownership of and control over its property.

The police were not called. Why am I still being asked to pay?

Store personnel are typically the ones given authority to decide whether to call the police or not. This statutory civil damages request is separate from and independent of any criminal action that may or may not have been taken.

I went to criminal court, why do I have to pay this?

Whenever a person commits, or attempts to commit a theft, that action may be considered both a crime and a civil tort. The retailer may request the state to file criminal charges and/or it may choose to request statutory civil damages. This statutory civil damages request is separate from and independent of any criminal action that may or may not have been taken. So even if criminal charges are pending and regardless of the outcome of the criminal matter, the retailer may still make a statutory civil damages request pursuant to state statute.

If I pay the statutory civil damages claim do I still need to go to criminal court?

If there is a criminal court action, then you need to comply with the rules of the criminal court regarding the criminal matter. Payment of this statutory civil damages request does not relieve you of any obligations associated with a possible criminal proceeding, but does ensure that you will be relieved of statutory civil damages liability for the incident.

What if I can't or don't pay?

If you are currently unable to pay the entire statutory civil damages amount being requested, please call the Law Offices of Palmer, Reifler & Associates, P.A., using the number listed on the letter to discuss the matter.

Failure to respond to our client's request for settlement within the time specified in the Settlement Offer may, depending on the jurisdiction, result in the request of a higher settlement amount. Refusal to pay the requested settlement amount may also, at the discretion and direction of our client, result in the filing of a civil lawsuit against you.

I still have questions, where can I get more information?

Additional information can be found on our secure website at www.PalmerPay.com or you can call us on the toll free number on the enclosed letter

We appreciate your cooperation in resolving this matter. For your convenience we have provided five easy ways to pay:

PalmerPAY.com (www.palmerpay.com)

PalmerConnect (1-866-213-4847)

- Automated payment system that also allows you to check your balance and get other payment related information

MoneyGram

- Must have Palmer Reifler **Receive Code 5517** and **File Number** (found on enclosed letter)

Toll-Free Number (1-888-572-5637)

- We accept Check by Phone, Credit Card, and Debit Card payments
- Hours of Operation:
 M-F: 7am- 11pm EST
 Saturday: 9am-8pm EST
 Sunday: 10am - 5pm EST

Via Mail:

Law Offices of Palmer, Reifler & Associates, P.A.
 P.O. Box 607774
 Orlando, FL 32860-7774

Credit / Debit Card Payment Slip

File Number: _____

Name on File: _____

File Number is located on the top right corner of letter received.

Name of the addressed person on the letter.



Card Holder Name: _____

Card Number: _____

Expiration Date: _____

Phone: _____

Payment: _____

Convenience Fee: \$12.50
A \$12.50 credit/debit service fee is added for each transaction.

Total: _____

By signing this form you are authorizing us to perform a credit/debit transaction.

Signature: _____