

00-753-CD
FIRST SELECT CORPORATION -vs- JAMIE L. SHOMEY

FILED

JUN 27 2000

William A. Shaw
Prothonotary

VALERIE ROSENBLUTH PARK, ESQUIRE
Attorney I.D. #72094
PARK LAW ASSOCIATES, P.C.
25 East State Street
P.O. Box 1779
Doylestown, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

(114) FIRST SELECT CORPORATION

Plaintiff

VS.

(53) JAMIE L SUHONEY

Defendant

NO. 00-753-00

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for other claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO, OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 32

**THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.**

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PARK LAW ASSOCIATES, P.C.
25 EAST STATE STREET, P.O. BOX 1779
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF
ACT#:4168100006587982

CLEARFIELD COUNTY COURT OF COMMON PLEAS

FIRST SELECT, INC.
4460 ROSEWOOD DRIVE
PLEASANTON, CA 94588

PLAINTIFF

VS

JAMIE L SUHONEY
RR 1 BOX 543
OSCEOLA MILLS, PA 16666-9614

DEFENDANT

NO.

CIVIL ACTION

1. The Plaintiff, First Select, Inc. is a Delaware corporation organized and existing under the laws of the State of Delaware with its principal place of business at 4460 Rosewood Drive, Pleasanton, CA 94588. Plaintiff is the owner of this account, which is the subject matter of this action.

2. The Defendant, JAMIE L SUHONEY, is an individual who resides at RR 1 BOX 543, OSCEOLA MILLS, PA 16666-9614.

3. The Defendant is indebted to Plaintiff on the credit account by virtue of charges or cash advances incurred by the Defendant or authorized by the Defendant on a credit card or line of credit, bearing account number 4168100006587982.

4. The terms of said account are stated in the documentation attached hereto as Exhibit "A".
5. The Defendant has failed to pay the amount owed in accordance with the Account Agreement and has failed to pay the outstanding debt as agreed.
6. The Defendant is indebted to the Plaintiff in the amount of \$2,779.74 as of 01/18/2000, plus pre-judgment contractual interest at the rate of 19.80% per annum, less payments made.
7. In accordance with the documentation attached as Exhibit "A," Plaintiff is entitled to reasonable attorney's fees, and Plaintiff will incur attorney's fees in the amount of \$555.95.

WHEREFORE, Plaintiff demands that judgment be rendered in favor of the Plaintiff, FIRST SELECT, INC. and against the Defendant in the amount of \$2,779.74, plus pre-judgment interest at the contractual rate of 19.80% per annum from 01/18/2000 until the date of the judgment herein, plus reasonable attorney's fees in the amount of \$555.95, less payments made, plus costs and any other such relief as this Court deems reasonable and just.

COUNT II

8. Plaintiff hereby incorporates paragraphs 1 through 7 above as though set forth in full.
9. The Defendant received a monetary benefit, which was in fact appreciated by the Defendant.
10. The Defendant accepted the benefits.
11. By virtue of the circumstances surrounding the request for funds made, the Defendant knowingly requested the funds at issue and/or knowingly and voluntarily accepted the benefits bestowed.

12. It would be inequitable for this Court to allow the Defendant to retain the benefits of the funds or to be unjustly enriched at the expense of the Plaintiff or allow the Defendant to retain the value of the funds at issue without repaying the Plaintiff the value of same.

WHEREFORE, Plaintiff demands that Judgment be rendered in favor of the Plaintiff, First Select, Inc. and against the Defendant in the amount of \$2,779.74, plus pre-judgment interest at the contractual rate of 19.80% per annum from 01/18/2000 until the date of the judgment herein, plus reasonable attorney's fees in the amount of \$555.95, less payments made, plus costs and any other such relief as this Court deems reasonable and just.

PARK LAW ASSOCIATES, P.C.

BY: 

VALERIE ROSENBLUTH PARK, ESQUIRE


PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, IT IS REQUIRED THAT WE STATE THE FOLLOWING TO YOU: THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

VERIFICATION

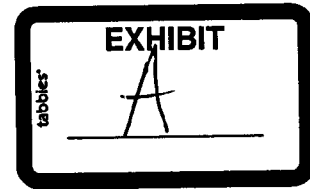
I, **SUE CORRIEA**, declare that as of February 14, 2000: I am a designated agent of FIRST SELECT CORPORATION, the Plaintiff in this action, and I am duly authorized to make this verification on its behalf. I have read the foregoing complaint and know the contents thereof; that the same is true of my own knowledge, except as to those matters stated on information and belief and, as to those matters, I believe them to be true. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

I declare under penalty of perjury that the foregoing are true and correct.

Executed at Alameda County, in the State of California.



Designated Agent



ACCOUNT AGREEMENT

Your DISCOVER account has been transferred to First Select Corporation. Your DISCOVER account was closed at the time of this transfer, and will therefore continue to be closed. This Account Agreement contains the terms that govern your First Select account (the "Account"). In this Agreement, "you" and "your" mean each person who is liable for payment on the Account. "We," "our," "ours," and "us" mean First Select Corporation or its assignees. Because your Account has been transferred to us, you are now obligated to repay the Account to us instead of DISCOVER. If the Account was opened as a joint account, we may act on the instructions of any joint accountholder.

Payments / Finance Charges. As long as you have a balance outstanding on your Account, finance charges are calculated as follows:

To figure the finance charges for each billing cycle, we multiply the average daily balance on your Account by a daily periodic rate. The daily periodic rate we apply is your Account's Annual Percentage Rate divided by 365. The Annual Percentage Rate will be calculated as disclosed in your most recent DISCOVER account terms (the "Original Terms"). If your Original Terms provided for different Annual Percentage Rates to be applied to different components of your outstanding balance, we will apply the lowest such Annual Percentage Rate to your entire outstanding balance.

We may accept late or partial payments, or payments marked "paid in full" or marked with other restrictions, without losing our right to collect all amounts owing under this Agreement. You may ask First Select Corporation to pay this account by debiting your checking or savings account. First Select Corporation will first verify your identity and eligibility for this service. You may revoke your authorization by writing to First Select Corporation Customer Service.

Fees. We will charge your Account a fee for each billing cycle within which your Account is delinquent (late charge). The amount of the late charge will be as disclosed in your Original Terms or the maximum late charge permitted by the law of your state of residence, whichever is lower.

We will charge your Account a fee for each returned payment check (returned check charge). The amount of the returned check charge will be as disclosed in your Original Terms, or the maximum returned check charge permitted by the law of your state of residence, whichever is lower.

To the extent provided in your Original Terms, and to the extent permitted by applicable law, in addition to your obligation to pay the outstanding balance on your Account, plus interest and fees as disclosed herein, we may also charge you for any collection costs we incur, including but not limited to reasonable attorneys' fees and court costs. If your Original Terms provided for an award of attorneys' fees and court costs, such provision as incorporated herein shall apply reciprocally to the prevailing party in any lawsuit arising out of this Agreement.

Non-Waiver of Certain Rights. We may delay or waive enforcement of any provision of this Agreement without losing our right to enforce it or any other provision later.

Applicable Law; Severability; Assignment. No matter where you live, this Agreement and your Account are governed by federal law and by the law of the state designated as the applicable law in your Original Terms. If your Original terms did not contain an applicable law provision, then this Agreement and your Account are governed by federal law and the law of your state of residence. This Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. If any provision of this Agreement is held to be invalid or unenforceable, you and we will consider that provision modified to conform to applicable law, and the rest of the provisions in the Agreement will still be enforceable. We may transfer or assign our right to all or some of your payments. If state law requires that you receive notice of such an event to protect the purchaser or assignee, we may give you such notice by filing a financing statement with the state's Secretary of State.

Credit Reporting; Personal Information. If you fail to fulfill the terms of your credit obligation, a negative credit report reflecting on your credit record may be submitted to a credit reporting agency. In order to dispute any information we are reporting about your Account, you must write to us at the following address: First Select Corporation, P.O. Box 9104, Pleasanton, California, 94566. *We may share information with our affiliates including, without limitation, Provident National Bank and Provident Bank. However, you may write to us at any time instructing us not to share credit information with our affiliates.*

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about an entry on your bill, write us, on a separate sheet, at the following address: First Select Corporation, P.O. Box 9104, Pleasanton, CA 94566. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect or report you as delinquent as to any amount you question, including finance charges. We can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of the bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charge related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up the missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you question your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we do not follow these rules, we cannot collect the first \$50 of the questioned amount even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of goods and services that you purchased with your DISCOVER credit card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. There are two limitations to this right: (a) you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) the purchase price must have been more than \$50. These limitations do not apply if either we or DISCOVER own or operate the merchant, or if we or DISCOVER mailed you the advertisement for the property or services.

FILED

FILED JUN 27 2000
01842/att, fork pd

William A. Shaw
Prothonotary

\$80.00

1cc Sheryl

PARK LAW ASSOCIATES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST SELECT CORPORATION

00-753-CD

VS

SUHONEY, JAMIE L.

COMPLAINT

SHERIFF RETURNS

NOW JULY 28, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I
RETURN THE WITHIN COMPLAINT "NOT FOUND" AS TO JAMIE L.
SUHONEY, DEFENDANT. MOVED LEFT NO FORWARDING ADDRESS.

24.73 SHFF. HAWKINS PAID BY: ATTY.
10.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

4th DAY OF August 2000

William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SO ANSWERS

Chester A. Hawkins
by Maury Harris

CHESTER A. HAWKINS
SHERIFF

FILED

AUG 04 2000

013.08

William A. Shaw
Prothonotary

ACK

I HEREBY CERTIFY THAT THE WITHIN
IS A TRUE AND CORRECT COPY OF
THE ORIGINAL ON FILE
15
ATTORNEY FOR PLAINTIFF/DEFENDANT

VALERIE ROSENBLUTH PARK, ESQUIRE
Attorney I.D. #72094
PARK LAW ASSOCIATES, P.C.
25 East State Street
P.O. Box 1779
Doylestown, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

I hereby certify this to be a true
and attested copy of the original
statement filed in this case

FIRST SELECT CORPORATION

Plaintiff

VS.

JAMIE L SUHONEY

Defendant

JUN 27 2000

Attest:

William R. [Signature]
Prothonotary

NO. 00-753-CO

NOTICE

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(215) 348-5200
ATTORNEY FOR PLAINTIFF
ACT#:4168100006587982

CLEARFIELD COUNTY COURT OF COMMON PLEAS

FIRST SELECT, INC.
4460 ROSEWOOD DRIVE
PLEASANTON, CA 94588

PLAINTIFF

VS

JAMIE L SUHONEY
RR 1 BOX 543
OSCEOLA MILLS, PA 16666-9614

DEFENDANT

NO.

CIVIL ACTION

1. The Plaintiff, First Select, Inc. is a Delaware corporation organized and existing under the laws of the State of Delaware with its principal place of business at 4460 Rosewood Drive, Pleasanton, CA 94588. Plaintiff is the owner of this account, which is the subject matter of this action.
2. The Defendant, JAMIE L SUHONEY, is an individual who resides at RR 1 BOX 543, OSCEOLA MILLS, PA 16666-9614.
3. The Defendant is indebted to Plaintiff on the credit account by virtue of charges or cash advances incurred by the Defendant or authorized by the Defendant on a credit card or line of credit, bearing account number 4168100006587982.

4. The terms of said account are stated in the documentation attached hereto as Exhibit "A".

5. The Defendant has failed to pay the amount owed in accordance with the Account Agreement and has failed to pay the outstanding debt as agreed.

6. The Defendant is indebted to the Plaintiff in the amount of \$2,779.74 as of 01/18/2000, plus pre-judgment contractual interest at the rate of 19.80% per annum, less payments made.

7. In accordance with the documentation attached as Exhibit "A," Plaintiff is entitled to reasonable attorney's fees, and Plaintiff will incur attorney's fees in the amount of \$555.95.

WHEREFORE, Plaintiff demands that judgment be rendered in favor of the Plaintiff, FIRST SELECT, INC. and against the Defendant in the amount of \$2,779.74, plus pre-judgment interest at the contractual rate of 19.80% per annum from 01/18/2000 until the date of the judgment herein, plus reasonable attorney's fees in the amount of \$555.95, less payments made, plus costs and any other such relief as this Court deems reasonable and just.

COUNT II

8. Plaintiff hereby incorporates paragraphs 1 through 7 above as though set forth in full.

9. The Defendant received a monetary benefit, which was in fact appreciated by the Defendant.

10. The Defendant accepted the benefits.

11. By virtue of the circumstances surrounding the request for funds made, the Defendant knowingly requested the funds at issue and/or knowingly and voluntarily accepted the benefits bestowed.

12. It would be inequitable for this Court to allow the Defendant to retain the benefits of the funds or to be unjustly enriched at the expense of the Plaintiff or allow the Defendant to retain the value of the funds at issue without repaying the Plaintiff the value of same.

WHEREFORE, Plaintiff demands that Judgment be rendered in favor of the Plaintiff, First Select, Inc. and against the Defendant in the amount of \$2,779.74, plus pre-judgment interest at the contractual rate of 19.80% per annum from 01/18/2000 until the date of the judgment herein, plus reasonable attorney's fees in the amount of \$555.95, less payments made, plus costs and any other such relief as this Court deems reasonable and just.

PARK LAW ASSOCIATES, P.C.

BY: _____
VALERIE ROSENBLUTH PARK, ESQUIRE

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, IT IS REQUIRED THAT WE STATE THE FOLLOWING TO YOU: THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

VERIFICATION

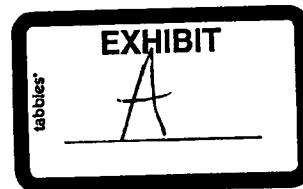
I, SUE CORRIEA, declare that as of February 14, 2000: I am a designated agent of FIRST SELECT CORPORATION, the Plaintiff in this action, and I am duly authorized to make this verification on its behalf. I have read the foregoing complaint and know the contents thereof; that the same is true of my own knowledge, except as to those matters stated on information and belief and, as to those matters, I believe them to be true. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

I declare under penalty of perjury that the foregoing are true and correct.

Executed at Alameda County, in the State of California.

Sue Corriea

Designated Agent



ACCOUNT AGREEMENT

Your DISCOVER account has been transferred to First Select Corporation. Your DISCOVER account was closed at the time of this transfer, and will therefore continue to be closed. This Account Agreement contains the terms that govern your First Select account (the "Account"). In this Agreement, "you" and "your" mean each person who is liable for payment on the Account. "We," "our," "ours," and "us" mean First Select Corporation or its assignees. Because your Account has been transferred to us, you are now obligated to repay the Account to us instead of DISCOVER. If the Account was opened as a joint account, we may act on the instructions of any joint accountholder.

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To figure the finance charges for each billing cycle, we multiply the average daily balance on your Account by a daily periodic rate. The daily periodic rate we apply is your Account's Annual Percentage Rate divided by 365. The Annual Percentage Rate will be calculated as disclosed in your most recent DISCOVER account terms (the "Original Terms"). If your Original Terms provided for different Annual Percentage Rates to be applied to different components of your outstanding balance, we will apply the lowest such Annual Percentage Rate to your entire outstanding balance.

We may accept late or partial payments, or payments marked "paid in full" or marked with other restrictions, without losing our right to collect all amounts owing under this Agreement. You may ask First Select Corporation to pay this account by debiting your checking or savings account. First Select Corporation will first verify your identity and eligibility for this service. You may revoke your authorization by writing to First Select Corporation Customer Service.

Fees. We will charge your Account a fee for each billing cycle within which your Account is delinquent (late charge). The amount of the late charge will be as disclosed in your Original Terms or the maximum late charge permitted by the law of your state of residence, whichever is lower.

We will charge your Account a fee for each returned payment check (returned check charge). The amount of the returned check charge will be as disclosed in your Original Terms, or the maximum returned check charge permitted by the law of your state of residence, whichever is lower.

To the extent provided in your Original Terms, and to the extent permitted by applicable law, in addition to your obligation to pay the outstanding balance on your Account, plus interest and fees as disclosed herein, we may also charge you for any collection costs we incur, including but not limited to reasonable attorneys' fees and court costs. If your Original Terms provided for an award of attorneys' fees and court costs, such provision as incorporated herein shall apply reciprocally to the prevailing party in any lawsuit arising out of this Agreement.

Non-Waiver of Certain Rights. We may delay or waive enforcement of any provision of this Agreement without losing our right to enforce it or any other provision later.

Applicable Law; Severability; Assignment. No matter where you live, this Agreement and your Account are governed by federal law and by the law of the state designated as the applicable law in your Original Terms. If your Original terms did not contain an applicable law provision, then this Agreement and your Account are governed by federal law and the law of your state of residence. This Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. If any provision of this Agreement is held to be invalid or unenforceable, you and we will consider that provision modified to conform to applicable law, and the rest of the provisions in the Agreement will still be enforceable. We may transfer or assign our right to all or some of your payments. If state law requires that you receive notice of such an event to protect the purchaser or assignee, we may give you such notice by filing a financing statement with the state's Secretary of State.

Credit Reporting; Personal Information. If you fail to fulfill the terms of your credit obligation, a negative credit report reflecting on your credit record may be submitted to a credit reporting agency. In order to dispute any information we are reporting about your Account, you must write to us at the following address: First Select Corporation, P.O. Box 9104, Pleasanton, California, 94566. *We may share information with our affiliates including, without limitation, Provident National Bank and Provident Bank. However, you may write to us at any time instructing us not to share credit information with our affiliates.*

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25 E. State Street
Doylestown, PA 18901
(215 348-5200)
ATTORNEY FOR PLAINTIFF

CLEARFIELD COURT OF COMMON PLEAS

114 FIRST SELECT CORPORATION

Plaintiff

VS.

53 JAMIE L SUHONEY

Defendant

NO. 00753CO

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly discontinue the above captioned matter, without prejudice.

PARK LAW ASSOCIATES P.C.

BY: 

VALERIE ROSENBLUTH PARK, ESQ.

FILED

OCT 25 2000

William A. Shaw
Prothonotary

FILED

OCT 25 2000
MAY 00 / Oct
William A. Shaw
Prothonotary

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8 to 10th Flt
Copy to CA

SRB

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
CIVIL DIVISION

COPY

FIRST SELECT CORPORATION

Plaintiff(s)

vs.

No. 00-753-CD

JAMIE L. SUHONEY

Defendant(s)

CERTIFICATE OF DISCONTINUANCE
COUNTY OF CLEARFIELD
COMMONWEALTH OF PENNSYLVANIA

I, WILLIAM A. SHAW, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was this day, the 25th of OCTOBER, A.D. 2000, marked:

DISCONTINUED WITHOUT PREJUDICE.

Record costs in the sum of \$114.73 have been paid in full by

Valerie Rosenbluth Park, Esquire

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 25th day of October A.D. 2000.

Prothonotary