

00-1008-CD

FIRST SELECT INCORPORATED -vs- DEBORAH L. SMITH

(1)

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

(14) FIRST SELECT INCORPORATED

Plaintiff

VS.

(22) DEBORAH L SMITH

Defendant

NO. 00-1008-CR,

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

FILED

AUG 17 2000

William A. Shaw
Prothonotary

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

VALERIE ROSENBLUTH PARK
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
ACT#:4168100008940361

CLEARFIELD COUNTY COURT OF COMMON PLEAS

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

PLAINTIFF

VS

DEBORAH L SMITH
223 S CHURCH ST
DU BOIS, PA 15801-2083

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, DEBORAH L SMITH, is an individual who resides at 223 S CHURCH ST, DU BOIS, PA 15801-2083.
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 4168100008940361.

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 \$2,947.92 as of 07/18/2000, 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 \$501.00.

WHEREFORE, Plaintiff demands that judgment be rendered in favor of the Plaintiff, FIRST SELECT, INC. and against the Defendant in the amount of \$2,947.92, plus pre-judgment interest at the contractual rate of 19.80% per annum from 07/18/2000 until the date of the judgment herein, plus reasonable attorney's fees in the amount of \$501.00, less payments made, plus costs and any other such relief as this Court deems reasonable and just.

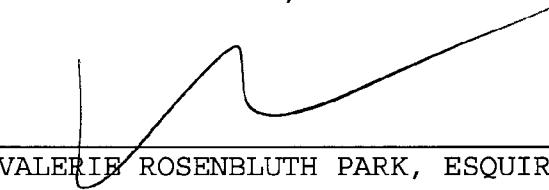
COUNT I- ALTERNATIVE

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 \$2,947.92, plus pre-judgment interest at the contractual rate of 19.80% per annum from 07/18/2000 until the date of the judgment herein, plus reasonable attorney's fees in the amount of \$501.00, less payments made, plus costs and any other such relief as this Court deems reasonable and just.

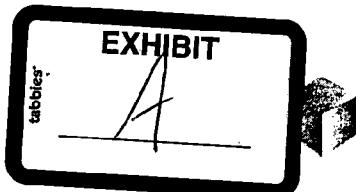
PARK LAW ASSOCIATES, P.C.

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.

5040 JOHNSON DRIVE
P.O. BOX 9104
PLEASANTON, CA 94566
888-964-4000



FIRST SELECT
CORPORATION

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.

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. 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.

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

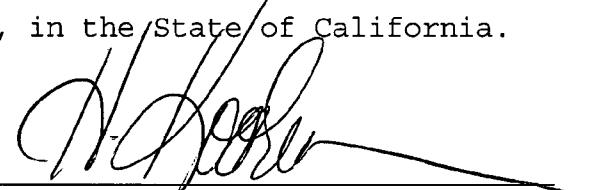
If you have a problem with the quality of goods and services that you purchased with your DISCOVER credit card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. There are two limitations to this right: (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.

VERIFICATION
HEATHER KOOREMAN

I, _____, declare that as of July 3, 2000: I am a designated agent of FIRST SELECT INCORPORATED, 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

FILED

filed AUG 17 2000
m 12:00 / wsg Aug 17 2000
William A. Shaw pp 80.
Prothonotary
1 cent to Sler

(2)

VALERIE ROSENBLUTH PARK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST SELECT INCORPORATED
VS
SMITH, DEBORAH L.

00-1008-CD

COMPLAINT

SHERIFF RETURNS

NOW AUGUST 28, 2000 AT 10:27 AM DST SERVED THE WITHIN
COMPLAINT ON DEBORAH L. SMITH, DEFENDANT AT RESIDENCE 223 S.
CHURCH ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY
HANDING TO DEBORAH L. SMITH A TRUE AND ATTESTED COPY OF THE
ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS
THEREOF.

SERVED BY: SNYDER

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

SWORN TO BEFORE ME THIS

31st 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 Marilyn Henn
CHESTER A. HAWKINS
SHERIFF

FILED

AUG 31 2000
01/22 NOCC
William A. Shaw
Prothonotary *EKL*

VALERIE ROSENBLUTH PARK
ATTORNEY I.D. # 72094
PARK LAW ASSOCIATES, P.C.
25 EAST STATE STREET
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE
TRUE AND CORRECT ADDRESS IS:
PLAINTIFF: 4460 ROSEWOOD DRIVE
PLEASANTON, CA 94588
DEF: 223 S CHURCH ST
DU BOIS, PA 15801-2083
4168100008940361

CLEARFIELD COUNTY COURT OF COMMON PLEAS

FIRST SELECT INCORPORATED
Plaintiff

VS

DEBORAH L SMITH
Defendant

NO. 001008CD

FILED

NOV 14 2000

William A. Shaw
Prothonotary

PRAECIPE FOR JUDGMENT

TO THE PROTHONOTARY:

Please enter Judgment in favor of the Plaintiff and against
the said Defendant for failure to plead or otherwise respond to
the Complaint and assess the damages as follows:

AMOUNT OF CLAIM	\$2,947.92
ATTORNEY FEES	\$501.00
PLUS ACCRUED INTEREST	\$166.31
LESS PRINCIPAL PAID	(\$0.00)
LESS OTHER PAYMENTS	(\$0.00)
 TOTAL	 \$3,615.23
	PLUS ADDITIONAL COSTS

I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR
SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS
CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

I certify that written notice of the intention to file
this Praecipe was mailed or delivered to the party against whom
judgment is to be entered and to the attorney of record, if any,
after the default occurred and at least ten (10) days prior to
the date of the filing of this Praecipe. A true and correct copy
of the notice pursuant to Pennsylvania Rule of Civil Procedure
No. 237.1 is attached hereto and marked Exhibit "A".

VALERIE ROSENBLUTH PARK, ESQUIRE
Attorney for the Plaintiff

AND NOW, November 14, 2000, Judgment is entered
in favor of the Plaintiff and against the Defendant by Default
for want of an Answer and damages assessed in the sum set forth
in the above certification.



PROTHONOTARY

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.

VALERIE ROSENBLUTH PARK
ATTORNEY I.D. # 72094
PARK LAW ASSOCIATES, P.C.
DRIVE
25 EAST STATE STREET, P.O. BOX 1779
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE
TRUE AND CORRECT ADDRESS IS:
PLAINTIFF: 4460 ROSEWOOD

PLEASANTON, CA 94588
DEF: 223 S CHURCH ST
DU BOIS, PA 15801-2083

CLEARFIELD COUNTY COURT OF COMMON PLEAS

FIRST SELECT INCORPORATED
Plaintiff

VS
DEBORAH L SMITH

Defendant

NO. 001008CD

**NOTICE OF PRAECIPE FOR
ENTRY OF DEFAULT JUDGMENT**

TO: DEBORAH L SMITH
223 S CHURCH ST
DU BOIS, PA 15801-2083

DATE OF NOTICE: 9/19/00

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(800) 692-7375

PARK LAW ASSOCIATES, P.C.

BY:

VALERIE ROSENBLUTH PARK, ESQ.

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

EXHIBIT

A

VALERIE ROSENBLUTH PARK
ATTORNEY I.D. # 72094
PARK LAW ASSOCIATES, P.C.
25 EAST STATE STREET
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE
TRUE AND CORRECT ADDRESS IS:
PLAINTIFF: 4460 ROSEWOOD DRIVE
PLEASANTON, CA 94588
DEF: 223 S CHURCH ST
DU BOIS, PA 15801-2083

CLEARFIELD COUNTY COURT OF COMMON PLEAS

FIRST SELECT INCORPORATED
Plaintiff
VS
DEBORAH L SMITH
Defendant

NO. 001008CD

VERIFICATION OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF BUCKS :

VALERIE ROSENBLUTH PARK, Esquire, being duly sworn according to law, deposes and says that she will make this affidavit on behalf of the within Plaintiff, being authorized to do so, and that she believes and therefore avers, that DEBORAH L SMITH, Defendant is over 21 years of age; that his/her place of residence/business is located at 223 S CHURCH ST DU BOIS, PA 15801-2083 and that he/she is employed and that he/she is not in the Military or Naval Service of the United States or its Allies or otherwise within the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1940 and its amendments.

PARK LAW ASSOCIATES P.C.

BY:

Valerie Rosenbluth Park
Attorney for Plaintiff

VALERIE ROSENBLUTH PARK
ATTORNEY I.D. # 72094
PARK LAW ASSOCIATES, P.C.
25 EAST STATE STREET
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE
TRUE AND CORRECT ADDRESS IS:
PLAINTIFF: 4460 ROSEWOOD DRIVE
PLEASANTON, CA 94588
DEF: 223 S CHURCH ST
DU BOIS, PA 15801-2083

CLEARFIELD COUNTY COURT OF COMMON PLEAS

FIRST SELECT INCORPORATED
Plaintiff
VS
DEBORAH L SMITH
Defendant

NO. 001008CD

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below:

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment in Possession
- Judgment on Award of Arbitration
- Judgment on Verdict
- Judgment on Court Findings
- Judgment on District Justice Transcripts
- Judgment on Judgment Note
- Judgment on Writ of Revival
- Praeclipe to Reassess Damages

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE,
PLEASE CALL: Park Law Associates, P.C. at this telephone
number: (215) 348-5200.

PROTHONOTARY:

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.

FILED

NOV 14 2000
M 10:07 AM
William A. Shaw
Prothonotary
PD \$20.00

Not. to Def. O. Smith
Statement to City Park

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

First Select Incorporated
Plaintiff(s)

Docket: 2000-1008-CD

No.: 2000-01008-CD

Real Debt: \$2,947.92

COPY

Atty's Comm:

Vs.

Costs: \$

Int. From:

Deborah Smith
Defendant(s)

Entry: \$20.00

Instrument:

Date of Entry: November 14, 2000

Expires: November 14, 2005

Certified from the record this November 14, 2000

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt,
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

PRESSLER and PRESSLER, LLP
By: Ralph Gulko, Esquire
ID No.: 32771
7 Entin Road
Parsippany, NJ 07054
(973) 753-5100

FILED

SEP 30 2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
M/256/315
1c#44y.
Gulko.

FIRST SELECT, INC.

v.

DEBORAH L SMITH

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY
:
: Docket: 2000-1008
:
: CIVIL ACTION

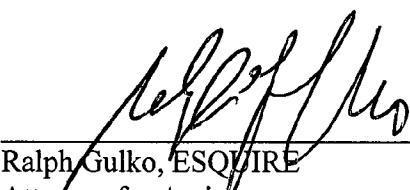
ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of New Century Financial Services, Inc., Assignee
of Judgment and Judgment Lien previously entered in favor of First Select, Inc., Assignor,
in this matter.

Date:

9/11/14


Ralph Gulko, ESQUIRE
Attorney for Assignee,
New Century Financial Services, Inc.

P&P File Number S298138

PRESSLER and PRESSLER, LLP
By: Ralph Gulko, Esquire
ID No.: 32771
7 Entin Road
Parsippany, NJ 07054
(973) 753-5100

P&P File Number S298138

FIRST SELECT, INC .

v.

DEBORAH L SMITH

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY
:
: Docket: 2000-1008
:
: CIVIL ACTION

FILED
9/30/2014

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

M/315/2014
7.00PL. NO RE ATTYS.
1cc Docket

PRAECIPE TO DOCKET, MARK JUDGMENT TO THE USE OF AND RECORD
ASSIGNMENT OF JUDGMENT AND JUDGMENT LIEN IN FAVOR OF
NEW CENTURY FINANCIAL SERVICES, INC.

TO THE PROTHONOTARY:

Kindly docket, Mark the Judgment to the Use Of New Century Financial Services, Inc. and
Record the attached Assignment of Judgment and Judgment Lien in favor of the Plaintiff, First Select,
Inc., (Assignor), to the Use Of New Century Financial Services, Inc., (Assignee), in the
Civil Docket and Judgment Index.

Date: 9/11/14



RALPH GULKO, ESQUIRE
Attorney for Assignee,
New Century Financial Services, Inc.

P&P File Number S298138

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

FIRST SELECT, INC. :

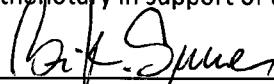
Plaintiff(s) : File No. 2000-1008
vs. : NOTICE OF FILING JUDGMENT

DEBORAH L SMITH :

Defendant(s) :

() Notice is hereby given that a _____
in the above-captioned matter has been entered against you in the amount of
_____ on _____.

(X) A copy of all documents filed with the Prothonotary in support of the within judgment is
/ are enclosed.


Prothonotary/Clerk, Civil Division

by: _____ Deputy

If you have any questions regarding this Notice, please contact the filing party:

9/30/2014

Name: Ralph Gulko, Esquire
Attorney for Party: New Century Financial
Services, Inc.
Supreme Court ID No.: 32771
Address: 7 Entin Road
Parsippany, New Jersey 07054
Telephone No. 888-312-8600 ext 5703

5298138

ASSIGNMENT OF JUDGMENT AND JUDGMENT LIEN

For valuable consideration, in hand paid, the receipt and adequacy of which are hereby acknowledged, CREDIGY RECEIVABLES, INC., a Nevada corporation ("Assignor"), hereby sells, transfers, assigns and sets over to NEW CENTURY FINANCIAL SERVICES, INC a New Jersey corporation, ("Assignee") all of Assignor's right, title and interest in the hereinafter described Judgment and any judgment liens created thereby:

Court and County: COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSYLVANIA

Docket Number: 2000-1008

Defendant's Name(s): SMITH, DEBORAH L

Date of Judgment: November 14, 2000

Assignor makes no representation, warranty or guaranty as to the collectability or validity of the Judgment hereby assigned, and in case of non-payment or non-collectability of such assigned Judgment, no recourse shall be had against Assignor, except, however, that Assignor does expressly warrant that it is the owner and holder of the judgment and judgment lien assigned herein.

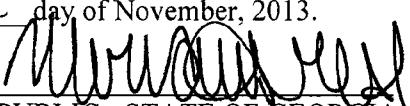
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed this 22 day of November, 2013

CREDIGY RECEIVABLES, INC.

Thania Acosta
Assistant Vice President of Credigy Receivables Inc., a Nevada corporation ("CRI") as attorney-in-fact pursuant to Power of Attorney, dated as of December 30, 2002, granted by First Select, Inc., a Delaware corporation, in favor of CRI, a copy of which is attached as Exhibit A hereto

STATE OF GEORGIA §
§
COUNTY OF GWINNETT §

This instrument was acknowledged before me, a Notary Public in and for the said County and State, by Thania Acosta, Assistant Vice President of Credigy Receivables Inc, on this date. Given under my hand and seal of office on the 22 day of November, 2013.


NOTARY PUBLIC - STATE OF GEORGIA
Miriam Torres
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Comm. Expires
04/09/2017

First Select, Inc.
Plaintiff

VS.

DEBORAH L SMITH
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

No.: 2000-1008

ENTRY OF APPEARANCE

Kindly enter my appearance on behalf of the Plaintiff, First Select, Inc. in the above captioned matter.

Date: 9/11/14

By: Ralph Gulko

Ralph Gulko, Esq.

ID# 32771

804 West Avenue

Jenkintown, PA 19046

1-215-576-1900

WITHDRAWAL OF APPEARANCE

Kindly withdraw my appearance on behalf of the Plaintiff, First Select, Inc. in the above captioned matter.

Date: 5-

By: V. Gulko

, ESQ,

Attorney for Plaintiff

EXHIBIT "A"

POWER OF ATTORNEY - PURCHASE AND SALE AGREEMENT

(a) First Select, Corp., a Delaware corporation ("Seller"), hereby irrevocably constitutes and appoints Credigy Receivables, Inc., a Nevada corporation ("Attorney"), with full power of substitution, acting through any officer, employee or agent appointed by Attorney, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Seller and in its own name, or, if specifically authorized below, in the name of Seller, from time to time, for the purpose of carrying out the terms of that certain Purchase and Sale Agreement, dated as of December 27, 2002, by and between Seller and Attorney as Purchaser thereunder (collectively the "Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement) to take any and all appropriate action to accomplish, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish, the purposes of the Agreement; and, without limiting the generality of the foregoing, Seller hereby grants to Attorney, the power and right, at any time, to do the following:

(i) in the name of Seller or in its own name, endorse Seller's name upon any checks, drafts, notes, acceptances, money orders and other remittances received by Seller or Purchaser on account of the Acquired Assets;

(ii) in Attorney's own name, direct any party liable for any payment under or in respect of any of the Acquired Assets to make payment of any and all monies due or to become due thereunder, directly to Attorney or Purchaser or as Attorney shall direct;

(iii) in Attorney own-name, in sign and endorse any invoices express bills, drafts against debtors, assignments, verifications, and notices in connection with accounts and other documents constituting or related to the Acquired Assets;

(iv) in Attorney's own name, settle, compromise or adjust any suit, action, or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate;

(v) in Attorney's own name, file any claim or take or commence any other action or proceeding in any court of law-or equity-or otherwise deemed appropriate by Attorney for the purpose of collecting any and all such monies due under the Acquired Assets whenever payable;

(vi) in Attorney's own name, commence and prosecute any suits, actions or proceedings of law or equity in any court of competent jurisdiction to enforce any other right in respect of the Acquired Assets;

(vii) in Attorney own name, defend any suit, action or proceeding brought against Seller with respect to the Acquired Assets if Seller does not defend such suit, action or proceeding or if Attorney believes that Seller is not pursuing such defense in a manner that will maximize the recovery with respect to the Acquired Assets; and

Power of Attorney (Agreement)

(viii) (A) in Seller's name (provided Attorney's status as attorney-in-fact is disclosed) or in Attorney's own name, execute such documents as are necessary or desirable to:

- (1) assign Seller's right, title and interest in and to judgments relating to the Accounts;
- (2) substitute Purchaser for Seller as plaintiff in any litigation or bankruptcy proceeding or;
- (3) assign Seller's right, title and interest in Accounts subject to consumer credit counseling service agreements, and

(B) in Attorney's own name, execute such pleadings, instruments, assignments, bills, receipts, affidavits, certifications and other documents as Attorney deems necessary to effectuate the full transfer of the Acquired Assets to Purchaser or to assist in the enforcement or collection of any Acquired Asset; and

(b) Seller hereby authorizes Attorney shall lawfully, and in accordance with the Agreement, do or cause to be done by virtue hereof and waives notice of presentment, protest and dishonor of any instrument endorsed by Attorney pursuant to this Power of Attorney or in connection with the transactions contemplated by the Agreement. The power of attorney granted pursuant to this Power of Attorney is a power coupled with an interest and shall be irrevocable for a period commencing on-the Servicing Transfer Date and ending twenty-four (24) months thereafter.

(c) The powers conferred on Attorney hereunder are solely to protect Purchaser's interests in the Acquired Assets and shall not impose any duty upon it to exercise any such powers. Attorney shall not be responsible to Seller for any act taken in good faith and with due care to protect Purchaser's interest, or any failure to take such action.

(d) Notwithstanding any other provisions herein, this Power of Attorney is subject to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this of December 30th, 2002.

FIRST SELECT, CORP.

By: Anthony Nwota *ANW*
Name: Anthony Nwota
Title: Chief Financial Officer

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