

01-1378-CD
FIRST SELECT, INC. -vs- DAVID A. FERGUSON

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

CLEARFIELD COUNTY COURT OF COMMON PLEAS

FILED

FIRST SELECT, INC.

AUG 23 2001

Plaintiff

William A. Shaw
Prothonotary

VS.

DAVID A FERGUSON

Defendant

NO. 01-1378 CO

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

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#:4168100013211022

CLEARFIELD COUNTY COURT OF COMMON PLEAS

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

VS

DAVID A FERGUSON
RR 4 BOX 542
PHILIPSBURG, PA 16866-9711

DEFENDANT

NO. 01-1378-60

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, DAVID A FERGUSON , is an individual who resides at RR 4 BOX 542, PLEASANTON, CA 94588, .
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 4168100013211022.

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 \$6,774.81 as of 01/11/2001, plus pre-judgment contractual interest at the rate of 15.83% per annum, less payments made.

WHEREFORE, Plaintiff demands that judgment be rendered in favor of the Plaintiff, FIRST SELECT, INC. and against the Defendant in the amount of \$6,774.81, plus pre-judgment interest at the contractual rate of 15.83% per annum from 01/11/2001 until the date of the judgment herein, 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 \$6,774.81, plus pre-judgment interest at the contractual rate of 15.83% per annum from 01/11/2001 until the date of the judgment herein, 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, ROBERT NANNINI, declare that: I am a Designated Agent of FIRST SELECT, INC., 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.

Date

Designated Agent


ROBERT NANNINI

IMPORTANT LEGAL NOTICE

Federal law gives you 30 days after you receive this letter to dispute the validity of the debt or any part of it. If you do not dispute the validity of the debt, or any part of it, within that period, we will assume that the debt is valid. If you dispute the debt, or any part of it, in writing—by mailing us a notice to that effect on or before the 30th day following the date you received this letter—we will obtain and mail to you proof (verification) of the debt. And if, within the same period, you request in writing the name and address of the original creditor (if different from the current creditor), we will furnish you with that information too. If we do receive a timely written notice, all efforts to collect this debt will be suspended until we mail any required information to you.

ACCOUNT AGREEMENT

Your FIRST UNION account has been transferred to First Select. Your FIRST UNION 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," and "us" mean First Select or its assignees. Because your Account has been transferred to us, you are now obligated to repay the Account to us instead of FIRST UNION. If the Account was opened as a joint account, we may act on the instructions of any joint account holder.

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 FIRST UNION 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 on 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 to pay your Account by debiting your checking or savings account. First Select will first verify your identity and eligibility for this service. You may revoke your authorization by writing to First Select 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 obligations 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 attorney's fees and court costs. If your Original Terms provided for an award of attorney's 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 a 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 provision 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 the assignee, we may give you such notice by filing a financing statement with the state's Secretary of State.

Customer Service. For general questions regarding your First Select account, please call our toll-free service number, 1-888-924-2000. For quality assurance purposes, and to improve customer service and security, telephone calls to or from our offices may be monitored or recorded.

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, P.O. Box 9104, Pleasanton, California 94566.

Sharing Information. 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, P.O. Box 9104, Pleasanton, California, 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 the letter, give us the following:

- Your name and Account number.
- The dollar amount of the suspected error.
- A description of the error and an explanation, if possible, of 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 have made a mistake on your bill, you will not have to pay any finance charge related to any questioned amount. 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 \$30 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 FIRST UNION 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 FIRST UNION own or operate the merchant, or we or FIRST UNION mailed you the advertisement for the property or services.

EXHIBIT

A

FILED

AUG 23 2001

William A. Shaw
Prothonotary

013211 City Park
PD \$10.00
1c Shaw

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11419

FIRST SELECT, INC.

01-1378-CD

VS.

FERGUSON, DAVID A.

COMPLAINT

SHERIFF RETURNS

NOW SEPTEMBER 6, 2001 AT 1:25 PM DST SERVED THE WITHIN COMPLAINT
ON DAVID A. FERGUSON, DEFENDANT AT MEETING PLACE, S.R. 322, WOODLAND,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAVID FERGUSON A
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN
TO HIM THE CONTENTS THEREOF.
SERVED BY: COUDRIET/RYEN

Return Costs

| Cost | Description |
|-------|------------------------------|
| 42.39 | SHFF. HAWKINS PAID BY: ATTY. |
| 10.00 | SURCHARGE PAID BY: ATTY. |

Sworn to Before Me This

10th Day Of Sept 2001
William A. Shaw

So Answers,

Chester A. Hawkins
by Mandy Hamr
Chester A. Hawkins
Sheriff
GOK

FILED

SEP 10 2001

William A. Shaw
Prothonotary

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: RR 4 BOX 542
PHILIPSBURG, PA 16866-9711
4168100013211022

CLEARFIELD COUNTY COURT OF COMMON PLEAS

FIRST SELECT, INC.
Plaintiff

VS

DAVID A FERGUSON
Defendant

NO.01-1378-CD

PRAECIPE FOR JUDGMENT

TO THE PROTHONOTARY:

FILED

OCT 15 2001

William A. Shaw
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 | \$6,774.81 |
| ATTORNEY FEES | \$1,151.00 |
| PLUS ACCRUED INTEREST | \$687.54 |
| LESS PRINCIPAL PAID | (\$0.00) |
| LESS OTHER PAYMENTS | (\$0.00) |

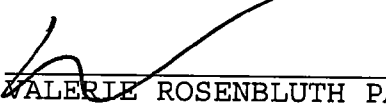
TOTAL

\$8,613.35

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 October 15, 2001, 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.

A handwritten signature in dark ink, appearing to be "L. M. R. H.", is positioned above a horizontal line.

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: RR 4 BOX 542
PHILIPSBURG, PA 16866-9711

CLEARFIELD COUNTY COURT OF COMMON PLEAS

FIRST SELECT, INC.

Plaintiff

VS

DAVID A FERGUSON

Defendant

NO. 01-1378-CD

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

TO: DAVID A FERGUSON
RR 4 BOX 542
PHILIPSBURG, PA 16866-9711

DATE OF NOTICE: 9/27/01

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. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(800) 692-7375

PARK LAW ASSOCIATES, P.C.

BY: 

VALERIE ROSENBLUTH PARK, ESQ.

cc:

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: RR 4 BOX 542
PHILIPSBURG, PA 16866-9711

CLEARFIELD COUNTY COURT OF COMMON PLEAS

FIRST SELECT, INC.
Plaintiff

VS

NO. 01-1378-CD

DAVID A FERGUSON
Defendant

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
- ☐ Praecipe 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.

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: RR 4 BOX 542
PHILIPSBURG, PA 16866-9711

CLEARFIELD COUNTY COURT OF COMMON PLEAS

FIRST SELECT, INC.
Plaintiff
VS
DAVID A FERGUSON
Defendant

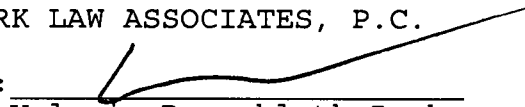
NO. 01-1378-CD

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 DAVID A FERGUSON, Defendant is over 21 years of age; that his/her place of residence/business is located at RR 4 BOX 542 PHILIPSBURG, PA 16866-9711 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

FILED

(initials)

OCT 15 2001

O 13:48
William A. Shaw
Prothonotary

pd \$ 20.00

mts. to D's
Stat. to Beth.

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

First Select, Inc.
Plaintiff(s)

No.: 2001-01378-CD

Real Debt: \$8,613.35

Atty's Comm:

Vs.

Costs: \$

Int. From:

David A. Ferguson
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 15, 2001

Expires: October 15, 2006

Certified from the record this 15th of October, 2001



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