

01-2037-CD
FIRST SELECT, INC. -vs- ROBERT L. BACHER

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

FILED

DEC 20 2001
11:30 / atty Park
William A. Shaw
Prothonotary
pd 40.00

CLEARFIELD COUNTY COURT OF COMMON PLEAS

FIRST SELECT, INC.

Plaintiff

VS.

ROBERT L BACHER

Defendant

NO. 01-2037-CD

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#:4168100013602683

CLEARFEILD COUNTY COURT OF COMMON PLEAS

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

PLAINTIFF

VS

ROBERT L BACHER
RR 1 BOX 191
COALPORT, PA 16627-9726

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, ROBERT L BACHER , is an individual who resides at RR 1 BOX 191, 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 4168100013602683.

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 \$5,912.92 as of 01/24/2001, plus pre-judgment contractual interest at the rate of 12.00% 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 \$1,005.00.

WHEREFORE, Plaintiff demands that judgment be rendered in favor of the Plaintiff, FIRST SELECT, INC. and against the Defendant in the amount of \$5,912.92, plus pre-judgment interest at the contractual rate of 12.00% per annum from 01/24/2001 until the date of the judgment herein, plus reasonable attorney's fees in the amount of \$1,005.00, 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 \$5,912.92, plus pre-judgment interest at the contractual rate of 12.00% per annum from 01/24/2001 until the date of the judgment herein, plus reasonable attorney's fees in the amount of \$1,005.00, 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.

VERIFICATION

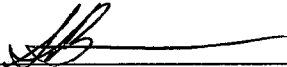
I, SANDY BORCHELT, declare that: I am a Designated Agent of FIRST SELECT, INC., the Plaintiff in this action, and I am duly authorized to make this verification on its behalf. I have read the foregoing complaint and know the contents thereof; that the same is true of my own knowledge, except as to those 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.

4-11-01

Date



Designated Agent

5040 JOHNSON DRIVE
P.O. BOX 9104
PLEASANTON, CA 94566
888-924-2000

EXHIBIT

A

FIRST SELECT

ACCOUNT AGREEMENT

Your ASSOCIATES account has been transferred to First Select Corporation. Your ASSOCIATES 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 ASSOCIATES. 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 ASSOCIATES 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 ASSOCIATES 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 ASSOCIATES own or operate the merchant, or if we or ASSOCIATES mailed you the advertisement for the property or services.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11894

FIRST SELECT, INC.

01-2037-CD

VS.

BACHER, ROBERT L.

COMPLAINT

SHERIFF RETURNS

NOW MARCH 20, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN
THE WITHIN COMPLAINT "NOT FOUND" AS TO ROBERT L. BACHER, DEFENDANT.
ATTEMPTS MADE DEFENDANT NEVER HOME.

Return Costs

Cost	Description
50.40	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

MAR 20 2002

01350

William A. Shaw
Prothonotary

Sworn to Before Me This

20th Day Of March 2002
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

ORDER FOR SERVICE

TO: SHERIFF OF CLEARFEILD COUNTY

DATE: December 6, 2001

PROTHONOTARY NO: 01-2037-CD

FROM: VALERIE ROSENBLUTH PARK, ESQ.
Attorney I.D. 72094
25 East State Street
Doylestown, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

CIVIL ACTION COMPLAINT

FIRST SELECT, INC.
Plaintiff

VS.

ROBERT L BACHER
Defendants

ADDRESS TO SERVE: ROBERT L BACHER
RR 1 BOX 191
COALPORT, PA 16627-9726

SPECIAL INSTRUCTIONS: PLEASE DO NOT SERVE OUT OF COUNTY!
PLEASE ATTEMPT SERVICE 3 TIMES.

RETURN OF SERVICE TO: PARK LAW ASSOCIATES, P.C.
P.O. BOX 1779
DOYLESTOWN, PA 18901

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

I HEREBY CERTIFY THAT THE WITHIN
IS A TRUE AND CORRECT COPY OF
THE ORIGINAL ON FILE
PARK LAW ASSOCIATES, P.C.
Shirley Ball
ATTORNEY FOR PLAINTIFF / DEFENDANT

CLEARFEILD COUNTY COURT OF COMMON PLEAS

FIRST SELECT, INC.

Plaintiff

VS.

ROBERT L BACHER

Defendant

NO.

NOTICE

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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#:4168100013602683

CLEARFEILD COUNTY COURT OF COMMON PLEAS

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

PLAINTIFF

VS

ROBERT L BACHER
RR 1 BOX 191
COALPORT, PA 16627-9726

DEFENDANT

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

DEC 20 2001

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

NO. 01-2037-CJ

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, ROBERT L BACHER, is an individual who resides at RR 1 BOX 191, 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 4168100013602683.

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 \$5,912.92 as of 01/24/2001, plus pre-judgment contractual interest at the rate of 12.00% 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 \$1,005.00.

WHEREFORE, Plaintiff demands that judgment be rendered in favor of the Plaintiff, FIRST SELECT, INC. and against the Defendant in the amount of \$5,912.92, plus pre-judgment interest at the contractual rate of 12.00% per annum from 01/24/2001 until the date of the judgment herein, plus reasonable attorney's fees in the amount of \$1,005.00, 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.

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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, SANDY BORCHELT, 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.

4-11-01

Date

[Signature]

Designated Agent

5040 JOHNSON DRIVE
P.O. BOX 9104
PLEASANTON, CA 94566
888-924-2000

EXHIBIT

A

FIRST SELECT

ACCOUNT AGREEMENT

Your ASSOCIATES account has been transferred to First Select Corporation. Your ASSOCIATES 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 ASSOCIATES. If the Account was opened as a joint account, we may act on the instructions of any joint accountholder.

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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.

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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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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

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

FILED

APR 08 2002

CLEARFEILD COURT OF COMMON PLEAS

William A. Shaw
Prothonotary

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

Plaintiff

VS.

ROBERT L BACHER
RR 1 BOX 191
COALPORT, PA 16627-9726

Defendant

NO. 01-2037-CD

PETITION FOR SERVICE OF PROCESS IN
ACCORDANCE WITH PA RULES OF CIVIL PROCEDURE

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The Petition of the Plaintiff by its attorneys, PARK LAW ASSOCIATES, P.C., respectfully represents that:

1. A Civil Action for Assumpsit was filed on 12/20/2001, with this Honorable Court to recover monies owed to Plaintiff as a result of credit extended to Defendant.
2. The Sheriff of CLEARFEILD County made a "Not Found" return of service of the Complaint. A true and correct of the sheriff's return of service is attached hereto, made a part hereof and marked Exhibit "P-1".
3. The last known address of the Defendant is RR 1 BOX 191, COALPORT, PA 16627-9726, .
4. Subsequent to the Plaintiff's attorneys' receipt of the Sheriff's "Not Found" return, Plaintiff's attorney made the described efforts to locate the whereabouts of the Defendant as indicated in the attached Affidavit of Investigation.
5. Despite Plaintiff's attorneys' inquiries, the Plaintiff has been unable to locate the Defendant.
6. Plaintiff's Counsel is aware of the footnote under Pennsylvania Rule of Civil Procedure No. 430(a) regarding a good faith effort to include ". . . inquiries of relatives, neighbors, friends and employers of the Defendant . . ."; however, such a communication, in the opinion of Plaintiff's Counsel, would be in direct violation of the Federal Fair Debt & Collection Act,

Section 15 USC 1962c(b) which prohibits communication with third parties without the prior consent of the Defendant.

7. The Plaintiff believes the Defendant is either obstructing or concealing the Defendant's whereabouts.

WHEREFORE, Plaintiff prays the Court enter an Order allowing the Plaintiff to serve the Defendant in the same manner as set forth in Pennsylvania Rule of Civil Procedure No. 403 and service shall be attempted by both Certified Mail, Return Receipt Requested, and by First Class Mail, Postage Paid. Plaintiff's attorney shall file an affidavit of service showing service of the Complaint as set forth herein.

PARK LAW ASSOCIATES, P.C.



BY: VALERIE ROSENBLUTH PARK, ESQ.
ATTORNEY FOR PLAINTIFF

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11894

FIRST SELECT, INC.

01-2037-CD

VS.

BACHER, ROBERT L.

COPY

COMPLAINT

SHERIFF RETURNS

NOW MARCH 20, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN
THE WITHIN COMPLAINT "NOT FOUND" AS TO ROBERT L. BACHER, DEFENDANT.
ATTEMPTS MADE DEFENDANT NEVER HOME.

Return Costs

Cost	Description
50.40	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

____ Day Of _____ 2002

So Answers,




Chester A. Hawkins
Sheriff

EXHIBIT

P-1

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF BUCKS
:

Valerie Rosenbluth Park, Esquire, being duly sworn according to law deposes and says that she is the attorney for the Plaintiff in the foregoing matter; that she is authorized to take this affidavit on its behalf; and that the facts contained in the foregoing Petition are true and correct to the best of her knowledge, information and belief. Valerie Rosenbluth Park, Esquire further understands that false statements made herein are subject to the penalties of 18 Pa.C.S., Section 4904, relating to unsworn falsification to authorities.



VALERIE ROSENBLUTH PARK, ESQUIRE

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

CLEARFEILD COURT OF COMMON PLEAS

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

Plaintiff

VS.

ROBERT L BACHER
RR 1 BOX 191
COALPORT, PA 16627-9726

Defendant

NO. 01-2037-CD

CERTIFICATION OF INVESTIGATION

Valerie Rosenbluth Park, Esquire, being duly sworn according to law deposes and says that as counsel for the Plaintiff, made the following efforts to locate the within named Defendant.

a) A check of the local telephone directory shows that ROBERT L BACHER is registered with a telephone number at the address of RR 1 BOX 191, COALPORT, PA 16627-9726, .

b) A letter addressed to the Defendant with the notation typed thereon, "Address Correction Requested, Do Not Forward" was not returned by the Post Office.

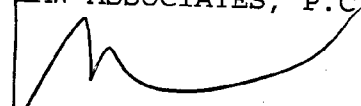
c) A letter addressed to the Office of Voter's Registration shows ROBERT L BACHER is a registered voter with an address of RR 1 BOX 191, COALPORT, PA 16627-9726, . The Office's response is attached hereto, made a part hereof and marked as Exhibit "A".

d) A letter addressed to the Office of the Board of Assessment shows ROBERT L BACHER is the owner of the property at RR 1 BOX 191, COALPORT, PA 16627-9726, . The Office's response is attached hereto, made a part hereof and marked as Exhibit "B".

e) A letter addressed to the Postmaster shows that mail addressed to ROBERT L BACHER at RR 1 BOX 191, COALPORT, PA 16627-9726, is delivered. The Postmaster's response is attached hereto, made a part hereof and marked as Exhibit "C".

Valerie Rosenbluth Park, Esquire further understands that false statements made herein are subject to the penalties of 18 Pa.C.S., Section 4904, relating to unsworn falsification to authorities.

PARK LAW ASSOCIATES, P.C.



BY: VALERIE ROSENBLUTH PARK, ESQ.
ATTORNEY FOR PLAINTIFF

PARK LAW ASSOCIATES

A PROFESSIONAL CORPORATION

25 EAST STATE STREET, SUITE 101

P.O. BOX 1779

DOYLESTOWN, PENNSYLVANIA 18901

VALERIE ROSENBLUTH PARK*

ROBERT E. ANGST*

*ALSO MEMBER NJ BAR

*ALSO MEMBER FL BAR

TELEPHONE (215) 348-5200

FACSIMILE (215) 348-4015

February 20, 2002

RECEIVED

FEB 22 2002

CLEARFIELD COUNTY

Voters Registration Office
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

RE: ROBERT L. BACHER
RR 1 BOX 191
COALPORT, PA 16627-9726
OUR FILE NO: 26089-1

Dear Sir/Madam:

I would appreciate your checking the Voters Registration in order to determine whether the above-referenced person is registered to vote in Clearfield County. I would also appreciate your advising me of the address for which he/she is registered to vote.

For your convenience, kindly note the bottom of this letter and return the same in the enclosed self-addressed stamped envelope.

Very truly yours,

PARK LAW ASSOCIATES, P.C.

BY: Tracy Williams
Legal Assistant

Enclosure

EXHIBIT

A

Name of Person: ROBERT L BACHER

Current Address: RD 1 Box 191 Coalport Pa. 16627

Date of Registration: 12/2/82

Date of Birth: 3/8/43

Previous Registration Address: registered at this address since 1982

recent update was 12/98 & was a change of party - same address

Last voted 2001 General Election

Donna Bumbarger, Director of
Voter Registration

PARK LAW ASSOCIATES

A PROFESSIONAL CORPORATION

25 EAST STATE STREET, SUITE 101

P.O. BOX 1779

DOYLESTOWN, PENNSYLVANIA 18901

RECEIVED

FEB 21 2002

VALERIE ROSENBLUTH PARK*

ROBERT E. ANGST*

*ALSO MEMBER NJ BAR

*ALSO MEMBER FL BAR

TELEPHONE (215) 348-5200

FACSIMILE (215) 348-4015

February 20, 2002

Office of the Tax Assessor of Clearfield County
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

RE: ROBERT L BACHER

Dear Sir/Madam:

I would appreciate your providing me with the identity of the owner of the real estate listed at the following address:

RR 1 BOX 191
COALPORT, PA 16627-9726

Please note the name and address of the owner below and return this letter to me in the enclosed self-addressed stamped envelope.

Thank you for your cooperation.

Very truly yours,

PARK LAW ASSOCIATES, P.C.

BY: Tracy Williams

Enclosure

Property Address: RR 1 BOX 191, COALPORT, PA 16627-9726,

Name of Owner: Robert L. & Colleen E.

Address of Owner: RR 1 Box 191
Coalport PA 16627

Deed Book and Page No.: 631/36

EXHIBIT

B

PARK LAW ASSOCIATES

A PROFESSIONAL CORPORATION
25 EAST STATE STREET, SUITE 101

P.O. BOX 1779

DOYLESTOWN, PENNSYLVANIA 18901

VALERIE ROSENBLUTH PARK*
ROBERT E. ANGST*

*ALSO MEMBER NJ BAR

*ALSO MEMBER FL BAR

TELEPHONE (215) 348-5200
FACSIMILE (215) 348-4015

Postmaster
United States Post Office
COALPORT, PA 16627-9726

February 20, 2002

REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS

Please furnish the new address or the name and street address (if a boxholder) for the following:

Our file #: 26089

Client Reference No: 4168100013602683

NAME: **ROBERT L BACHER**
ADDRESS: **RR 1 BOX 191**
COALPORT, PA 16627-9726

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is **waived** in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: Attorney
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney):
3. The names of all known parties to the litigation: **FIRST SELECT, INC. VS. ROBERT L BACHER**
4. The Court in which the case has been or will be heard: **CLEARFIELD COURT OF COMMON PLEAS**
5. The docket or other identifying number if one has been issued: **01-2037-CD**
6. The capacity in which this individual is to be served: Defendant

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS. (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Valerie Rosenbluth Park
Valerie Rosenbluth Park, Esquire

25 East State Street
Doylestown, PA 18901

FOR POST OFFICE USE ONLY

☒ No change of address order on file.

☐ Not known at address given

☐ Moved, left no forwarding address.

☐ No such address

NEW ADDRESS OR BOXHOLDER'S
REGISTERED ADDRESS

RR 1 BOX 191
COALPORT, PA. 16627

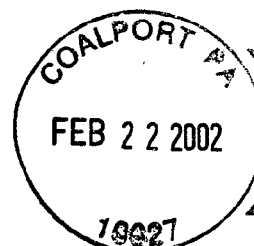
POSTMARK:

*** WHAT COUNTY IS THIS ADDRESS IN? * Clearfield Co.**

C63

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

EXHIBIT C



FILED

m12'01/24
APR 08 2002

no
cc
@
[signature]

William A. Shaw
Prothonotary

FEB 26 2002

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

CLEARFEILD COURT OF COMMON PLEAS

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

Plaintiff

VS.

ROBERT L BACHER
RR 1 BOX 191
COALPORT, PA 16627-9726

Defendant

NO. 01-2037-CD

ORDER

AND NOW, this 9th day of April, 2002, upon consideration of the Plaintiff's Petition and upon Motion of Valerie Rosenbluth Park, Esquire, it is ORDERED and DECREED that the Defendant may be served in accordance with Pennsylvania Rules of Civil Procedure, by mailing a true and correct copy of the Complaint to the Defendant at the Defendant's last known address of RR 1 BOX 191 COALPORT, PA 16627-9726 by both certified mail, return receipt requested, and by first class mail, postage paid. A Verification of Service shall be filed by Plaintiff's attorney showing service of the Complaint as set forth herein.

BY THE COURT:

J.

FILED

APR 09 2002

6:24 p.m.
William A. Shaw
Prothonotary

2 CC to Ady
Est

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

CLEARFIELD COUNTY COURT OF COMMON PLEAS

FIRST SELECT, INC
Plaintiff
VS

ROBERT L BACHER
Defendant

NO. 01-2037-CD

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTRY:

Please reinstate the enclosed Civil Action.

Respectfully submitted:

PARK LAW ASSOCIATES, P.C.

BY: 
VALERIE ROSENBLUTH PARK, ESQUIRE

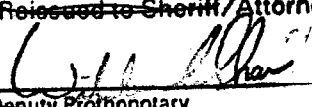
FILED

JUL 29 2002

7/13/02 atty park pd 7.00
William A. Shaw
Prothonotary

1 comp. reiss. atty

6
K21

7-29-02 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

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

CLEARFIELD COUNTY COURT OF COMMON PLEAS

FIRST SELECT, INC
Plaintiff
VS

ROBERT L BACHER
Defendant

NO. 01-2037-CD

FILED

AUG 30 2002

William A. Shaw
Prothonotary

VERIFICATION OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF BUCKS :

Valerie Rosenbluth Park, Esquire, being duly sworn according to law deposes and says that she did serve the Defendant ROBERT L BACHER, at last known address located at RR 1 BOX 191, COALPORT PA 16627-9726 by United States Certified Mail, Return Receipt Requested, Postage Paid, and First Class Mail with a true and correct copy of the Complaint which was filed in the Court of Common Pleas in the above captioned matter and with the appropriate Notice to Plead as set forth in Pennsylvania Rules of Civil Procedure.

Service by mail was accomplished on August 07, 2002 in accordance with Pennsylvania Rule of Civil Procedure and the prior Order of this Court allowing for alternate service.

Proof of service by Certified Mail is attached hereto, made a part hereof, and marked Exhibit "A". Proof of service by First Class United States Mail, Postage Paid is a Certificate of Mailing attached hereto, made a part hereof, and marked Exhibit "B".

Valerie Rosenbluth Park, Esquire further understands that false statements made herein are subject to the penalties of 18 PA C.S.4904 relating to unsworn falsification to authorities.

PARK LAW ASSOCIATES, P.C.

BY: 
VALERIE ROSENBLUTH PARK, ESQUIRE

7001 2510 0001 2587 0346

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
COALPORT PA 16627	
Postage	\$ 0.83
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 4.88
Sent To: Robert L. Bacher	
Street, Apt. No., or PO Box No.: RRI Box 191	
City, State, ZIP+4: Coalport Pa 16627-9726	
PS Form 3800, January 2001	
See Reverse for Instructions	

000157

02

Postmark Here

1

NOV

08/07/2002

DOYLESTOWN PA

EXHIBIT A

EXHIBIT B

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

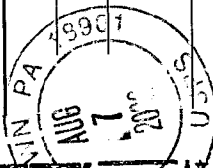
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

1 PARK LAW ASSOCIATES PC
25 E STATE ST, PO BOX 1779
DOYLESTOWN, PA 18901

One piece of ordinary mail addressed to:

Robert L. Bacher
PR1 BOX 191
Coalport, Pa 16627-
9726



PS METER
8458713

0.90
U.S. POSTAGE

VALERIE ROSENBLUTH PARK, ESQUIRE
Attorney I.D. #72094
PARK LAW ASSOCIATES, P.C.
25 E. State Street
Doylestown, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF
4168100013602683

CLEARFIELD COUNTY COURT OF COMMON PLEAS

FIRST SELECT, INC
Plaintiff
VS

ROBERT L BACHER
Defendant

NO. 01-2037-CD

FILED

SEP 18 2002

PRAECIPE FOR JUDGMENT

William A. Shaw
Prothonotary

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	\$5,912.92
ATTORNEY FEES	\$1,005.00
PLUS ACCRUED INTEREST	\$1,152.77
LESS PAYMENTS	\$.00
 TOTAL	 \$8,070.69
	PLUS 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.

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

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, September 18, 2002, 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.

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

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

CLEARFIELD COUNTY COURT OF COMMON PLEAS

FIRST SELECT, INC

Plaintiff

VS

ROBERT L BACHER

Defendant

NO. 01-2037-CD

NOTICE OF PRAECIPE FOR
ENTRY OF DEFAULT JUDGMENT

TO: ROBERT L BACHER

RR 1 BOX 191
COALPORT PA 16627-9726

DATE OF NOTICE: 8/28/02

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.

Lawyer Reference Service
CLEARFIELD County Bar Association
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

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 

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

CLEARFIELD COUNTY COURT OF COMMON PLEAS

FIRST SELECT, INC
Plaintiff
VS

ROBERT L BACHER
Defendant NO. 01-2037-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 ROBERT L BACHER, Defendant is over 21 years of age; that his/her place of residence/business is located at RR 1 BOX 191, COALPORT PA 16627-9726 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

E10

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

COPY

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

CLEARFIELD COUNTY COURT OF COMMON PLEAS

FIRST SELECT, INC
Plaintiff
VS

ROBERT L BACHER
Defendant

NO. 01-2037-CD

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:



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

COPY

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

First Select, Inc.
Plaintiff(s)

No.: 2001-02037-CD

Real Debt: \$8,070.69

Atty's Comm:

Vs.

Costs: \$

Int. From:

Robert L. Bacher
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 18, 2002

Expires: September 18, 2007

Certified from the record this 18th of September, 2002



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

FILED

SEP 18 2002

MAILED
William A. Shaw
Proprietary

\$20.00

not to be
Statement to City for