

2004-1354-CD
CREDIGY RECEIVABLES, INC. VS LARRY T. KEMP

Credigy Receivables vs Larry Kemp
2004-1354-CD

Date: 9/24/2015

Time: 01:10 PM

Page 1 of 2

Clearfield County Court of Common Pleas

User: BTHOMPSON

ROA Report

Case: 2004-01354-CD

Current Judge: Fredric Joseph Ammerman

Credigy Receivables, Inc. vs. Larry T. Kemp

Civil Other

Date	Judge	
8/30/2004	✓ Filing: Civil Complaint Paid by: Helene B. Raush Receipt number: 1885542 Dated: 08/30/2004 Amount: \$85.00 (Check) 1 cert. to Atty.	No Judge
9/29/2004	✓ Sheriff Return: Now September 24, 2004 served the within complaint on Larry T. Kemp, Defendant at residence, by handing to Defendant. So Answers, Chester A. Hawkins, Sheriff, by s/Marilyn Hamm.	No Judge
10/22/2004	✓ Affidavit of Service filed. On the 24th of Sept, 2004 at 10:40am served Larry T Kemp the notice and complaint s/Chester A Hawkins. NoCC	Fredric Joseph Ammerman
9/12/2006	✓ Filing: Default Judgment Paid by: Raush, Helene B. (attorney for Credigy Receivables, Inc.) Receipt number: 1915527 Dated: 09/12/2006 Amount: \$20.00 (Check) Judgment in favor of Plaintiff and against the Defendant in the amount of \$11,692.30. Filed by s/ Helene B. Raush, Esquire. 1CC & Notice to Def., Statement to Atty	No Judge
12/13/2012	✓ Entry of Appearance, filed. Kindly enter my apperance on behalf of Plaintiff, No Judge filed by s/Frederic I. Weinberg Esq. No CC.	No Judge
5/18/2015	✓ Entry of Appearance. Enter appearance on behalf of Plff, s/Frederick I. Weinberg, Esq. 1cc Attn Weinberg	No Judge
6/29/2015	✓ Filing: Praeicpe for Writ of Execution Paid by: The Law Offices of Frederic I Weinber Receipt number: 1960322 Dated: 6/29/2015 Amount: \$20.00 (Check) For: Credigy Receivables, Inc. (plaintiff) \$16,578.49 20.00 pd. 1cc Aty. Weinberg 2cc Shrf. & inst.	No Judge
7/7/2015	✓ Sheriff Return, Now July 2, 2015, Sheriff Wesley B. Thurston, deposes and says that the praecipe, writ notice, claim for exemption, interrogatorie, writ and status report was served upon Larry Kemp by U.S. Regular Mail. Now July, 2, 2015, Deputy Jeff Rhone, deposes and says that the requested praecipe, writ notice, claim for exemption, interrogatories, writ and status report was served by personally handing true and attested copies to a person representing themselves to be Jo Maines-Lowman, customer relations, who accepted at adult person in charge for teh within named garnishee, CNB Bank.	No Judge
	So Answers, Wesley B. Thurston, Sheriff by s/ J.L. Rhone	
	Sheriff Thurston Cost: \$46	
7/10/2015	✓ Certificate of Service: On July 10, 2015, Peter F. Smith, attorney for CNB Bank, served the Answers to Interrogatories filed in this matter on the Attorney for the Plaintiff by U.S. First Class Mail and a true and correct copy of the Answers to Interrogatories on the Defendant by U.S. Certified Mail.	No Judge
	/s/: Peter F. Smith, Esq.	
	no CC	
7/16/2015	✓ Praeicpe for Entry of Appearance filed. Enter on behalf of Def, Larry Kemo. s./David C. Mason. 1cc Attny Mason	No Judge
7/20/2015	✓ Filing: Praeicpe to Dissolve Attachment. Paid by: The Law Offices of Frederic I Weinber Receipt number: 1960607 Dated: 7/20/2015 Amount: \$7.00 (Check) For: Credigy Receivables, Inc. (plaintiff) 7.00 pd. 1cc Aty. Weinberg.	No Judge

Date: 9/24/2015

Time: 01:10 PM

Page 2 of 2

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Credigy Receivables, Inc. vs. Larry T. Kemp

Civil Other

Date	Judge
8/24/2015	✓ Petition to Strike Judgment filed by s/David C. Mason. 3cc Atty Mason
8/25/2015	✓ Order filed. Now, this August 24th, 2015, 1. a Rule is issued upon Respondent to show cause why Petitioner is Not entitled to the relief requested; Respondent shall file an Answer to Petition within 20 days; Hearing shall be held on September 28th, 2015 at 1:30pm in Courtroom No. 1. By the Court, /s/FJA, PJ. 3CC Atty Mason.
8/26/2015	✓ Certificate of Service, a true copy of Petition to Strike Judgment was served Fredric Joseph Ammerman by mail on Frederic I Weinberg, on August 24, 2015, filed and served by Atty. Mason., 1cc.
8/31/2015	✓ Certificate of Service filed. On August 27th, 2015, a true and correct copy of a Petition to Strike Judgment with a certified copy of an order setting hearing for Sept. 28th, 2015 at 1:30PM was served upon Frederic I. Weinberg, esq. via US First Class, postage prepaid mail. Filed by s/David C. Mason, esq. NOCC.
9/11/2015	✓ Answer of Plaintiff to Defendant's Petition to Open/Strick Default Judgment Fredric Joseph Ammerman filed by s/Joel Flink. 1cc Atty Flink

Court of Common Pleas of Clearfield County
Civil Cover Sheet

For Prothonotary's/Clerk's Use only (Docket Number)

A. PLAINTIFF'S NAME: Credigy Receivables Inc.		DEFENDANT'S NAME: Larry T Kemp			
PLAINTIFF'S ADDRESS: 9404 Drew Court Las Vegas, NV 89117		DEFENDANT'S ADDRESS: 2180 Biola Pike P.O. Box 282 Smithmill, PA 16680-0000			
PLAINTIFF'S NAME:		DEFENDANT'S NAME:			
PLAINTIFF'S ADDRESS:		DEFENDANT'S ADDRESS:			
TOTAL NUMBER OF PLAINTIFFS one		TOTAL NUMBER OF DEFENDANTS one			
B. AMOUNT IN CONTROVERSY <input checked="" type="checkbox"/> \$25,000 or less <input type="checkbox"/> More than \$25,000 <input type="checkbox"/> Assessment of damages hearing required <input checked="" type="checkbox"/> Assessment of damages hearing not required		C. COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> 1. Complaint <input type="checkbox"/> 2. Writ of Summons <input type="checkbox"/> 3. Notice of Appeal <input type="checkbox"/> 4. Petition Action		D. OTHER <input type="checkbox"/> 5. Arbitration <input type="checkbox"/> 6. Jury <input type="checkbox"/> 7. Non Jury <input type="checkbox"/> 8. Class Action <input type="checkbox"/> 9. In-Forma Pauperis <input type="checkbox"/> 10. Transfer from Other Jurisdiction <input type="checkbox"/> 11. Minor's Compromise <input type="checkbox"/> 12. Survival Action <input type="checkbox"/> 13. Wrongful Death Action (Involving minors)	
E. TRACK ASSIGNMENT REQUESTED (CHECK ONE)				COURT HAS FINAL APPROVAL FOR ALL TRACK ASSIGNMENTS	
<input type="checkbox"/> FAST <input checked="" type="checkbox"/> STANDARD <input type="checkbox"/> COMPLEX If complex, state reasons:					
F. CODE AND CASE TYPE (See instructions) A-Civil Action			G. CODE AND CASE SPECIFIC (See instructions) 015-Consumer Credit		
H. STATUTORY BASIS FOR CAUSE OF ACTION (See instructions)					
I. RELATED PENDING CASES (List by Docket Number – Indicate whether the related cases have been consolidated)					
J. TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant. Papers may be served at the address set forth below.					
NAME OF PLAINTIFF'S/APPELLANT'S ATTORNEY Helene B. Raush Of Counsel to Stewart & Associates			ADDRESS P.O. Box 2629 Suwanee, GA 30024		
PHONE NUMBER (866) 990-9968		SUPREME COURT IDENTIFICATION NUMBER 60140		E-MAIL ADDRESS:	
DATE: <u>8/27/04</u>		SIGNATURE: <u>Helene B. Raush</u>			

Helene B. Raush
Bar No: 60140
Of Counsel to
Stewart & Associates, P.C.
P.O. Box 2629
Suwanee, GA. 30024
(866) 990-9968 phone
(678) 684-4120 fax

Credigy Receivables Inc.,	)	CLEARFIELD COUNTY
	)	COURT OF COMMONS PLEAS
	)	TRIAL DIVISION
Plaintiff,)	
	)	Civil Action No.:
)	
Larry T Kemp,	)	Arbitration Matter
	)	Assessment of Damages Hearing
	)	Not Required
)	
Defendant.)	

NOTICE

To: Larry T Kemp
2180 Biola Pike P.O. Box 282
Smithmill, PA 16680-0000

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 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 any other claim 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.

Pennsylvania's Lawyer Referral Services can be reached at (800)692-7375.
Office headquarters are located at Pennsylvania Lawyer Referral Service.
Clearfield County Court House, Clearfield, PA.

***** NOTICE PURUANT TO FAIR DEBT COLLECTION PRACTICES ACT*****
This communication is from a debt collector.
This is an attempt to collect a debt and any information obtained will be used for that purpose

Usted ha sido demandado en el Tribunal. Si usted desea defender contra los reclamos expuso en las páginas siguientes, usted debe tomar medidas dentro de veinte (20) días después que esta Queja y la nota son servidas entrando una apariencia escrita personalmente o por abogado y clasificación a escribir con el tribunal sus defnsas o las objeciones a los reclamos exponen contra usted. Usted es advertido que si usted falla de hacer así, el caso puede avanzar sin usted y un juicio puede ser entrado contra usted por el tribunal sin sota adicional para cualquier dinero reclamado en la queja o para cualquier otro reclamo o el alivio solicitados por el Demandante. Usted puede perder dinero o propiedad u otros derechos importantes a usted.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED no TIENE a UN ABOGADO ni no PUEDE PROPORCIONAR UNO, IR A ni TELEFONEAR LA OFICINA EXPUSO DEBAJO DE AVERIGUAR DONDE USTED PUEDE OBTENER AYUDA LEGAL.

**Servicio De Referencia E Informacion Legal (800)692-7375. Pennsylvania
Lawyer Referral Service. Clearfield County Court House, Clearfield, PA**

***** NOTICE PURUANT TO FAIR DEBT COLLECTION PRACTICES ACT*****
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Helene B. Raush
Bar No: 60140
Of Counsel to
Stewart & Associates, P.C.
P.O. Box 2629
Suwanee, GA. 30024
(866) 990-9968 phone
(678) 684-4120 fax

Credigy Receivables Inc.,	)	CLEARFIELD COUNTY
	)	COURT OF COMMONS PLEAS
	)	TRIAL DIVISION
Plaintiff,)	
vs.	)	Civil Action No.:
)	
Larry T Kemp,	)	Arbitration Matter
	)	Assessment of Damages Hearing
	)	Not Required
Defendant.)	

COMPLAINT

The Plaintiff asserts the following cause of action against the Defendant:

1. That Credigy Receivables Inc., Plaintiff, was and is, during all times mentioned in this Complaint, a corporation organized and existing under and by virtue of the laws of the State of Nevada, having its principal place of business located at 9404 Drew Court Las Vegas, Nevada 89117.
2. That Larry T Kemp, Defendant, is and was at all times relevant to this case a citizen and resident of, Clearfield County, Pennsylvania and may be served at 2180 Biola Pike P.O. Box 282 Smithmill, PA 16680-0000.
3. Defendant entered a written contract (the "Contract") for a credit card account (the "Account") with the Associates (the "Original Creditor"), specifically account number

4168100020921944 and thereafter assigned the account to First Select, Inc. (the "Prior Creditor"). An exemplary copy of the Contract is attached hereto as Exhibit "A" and incorporated herein by reference.

4. Among the terms and conditions of the Contract, Defendant agreed to pay promptly on rendition of a statement, all charges on the account.
5. Defendant accepted and used the credit card provided by the Original Creditor.
6. The Original Creditor rendered monthly statements of charges to Defendant.
7. The Original Creditor made written demand on Defendant for the balance due and owing on the account separate and apart from the statements rendered to Defendant, but the Defendant failed and refused to pay.
8. Defendant agreed in the Contract to pay all reasonable costs of collection, including reasonable attorney's fees, if Defendant's account was referred to an attorney for collection.
9. The Prior Creditor duly assigned and transferred all of its rights, title and interest in and to the Account and the Contract, to Plaintiff, and by reason of that assignment, Plaintiff became, and now is, the holder and owner of the Account and the Contract, as shown on the Officer's Certificate attesting to the account transfer only attached hereto and incorporated herein as Exhibit "B."
10. Plaintiff's attorney has notified Defendant as required by the Fair Debt Collection Practices Act by letter.

FIRST CLAIM FOR RELIEF
(Breach of Contract)

11. The allegations contained in paragraphs 1 through 10 of the Plaintiff's Complaint are incorporated by reference herein.

12. Plaintiff has performed all conditions precedent to be performed by Plaintiff under the Contract or the conditions have been satisfied.

13. Defendant has not repaid Plaintiff for credit extended under the Contract and on the Account.

14. As a result of Defendant's failure and refusal to pay the balance due on the account, Plaintiff is entitled to a judgment against Defendant in the amount of \$7,438.47, that is due with interest as shown on the Affidavit in Proof of Claim and Non-Military Service attached hereto and incorporated herein as Exhibit "C."

WHEREFORE, the Plaintiff respectfully requests that the court award the following relief:

1. Enter a judgment in favor of the Plaintiff and against Defendant in the amount of \$7,438.47 for breach of contract plus interest;
2. Tax the costs of this action against the Defendant;
3. Award to the Plaintiff its reasonable attorneys' fees, costs and expenses incurred in prosecuting this action; and
4. Grant such other and further relief in favor of the Plaintiff as the court deems just and appropriate.

SECOND CLAIM FOR RELIEF
(Quantum Meruit or Implied Contract)

15. The allegations contained in paragraphs 1 through 14 of the Plaintiff's Complaint are incorporated herein by reference.

16. At the specific instance and request of the Defendant, and for its use and benefit, the Plaintiff, or its predecessor in interest as the case may be, extended credit to the Defendant under the Contract and on the Account.

17. Despite the Plaintiff's reasonable expectation to be fully paid by the Defendant for the balance due and owing on the Account, the Defendant has failed to pay the Plaintiff for said balance.

18. The Defendant incurred said balance on the Account with knowledge or reason to know that the Plaintiff expected to be fully paid for such credit extended plus interest.

19. The Plaintiff made demand on the Defendant to fully pay the Plaintiff the above-stated sum, but the Defendant has failed and refused to do so.

20. As a result of the Defendant's failure and refusal to pay the Plaintiff the above-stated sum for the credit extended, the Defendant has become unjustly enriched in at least the amount of \$7,438.47, at the expense of the Plaintiff.

21. The Plaintiff is therefore entitled to recover from the Defendant in quantum meruit and/or on the basis of implied contract the sum of credit extended on the Account, plus interest thereon.

WHEREFORE, the Plaintiff respectfully requests that the court award the following relief:

1. In the alternative, enter a judgment in favor of the Plaintiff and against Defendant in the amount of \$7,438.47 in quantum meruit, or on implied contract plus interest;
2. Tax the costs of this action against the Defendant;
3. Award to the Plaintiff its reasonable attorneys' fees, costs and expenses incurred in prosecuting this action; and
4. Grant such other and further relief in favor of the Plaintiff as the court deems just and appropriate.

Respectfully submitted this 27th day of Aug -, 2004.

Helene B. Raush
Helene B. Raush
Bar No: 60140

Of Counsel to
Stewart & Associates, P.C.
P.O. Box 2629
Suwanee, GA. 30024
(866) 990-9968 phone
(678) 684-4120 fax

NOTICE PURUANT TO FAIR DEBT COLLECTION PRACTICES ACT
This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

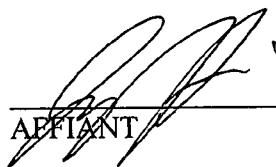
VERIFICATION

I hereby state that I am the Assistant Vice President of Plaintiff, that I am authorized to make this verification on behalf of Plaintiff in the foregoing action, that I have personal knowledge of the statements made in the foregoing Complaint, and that the statements made in Plaintiff's Complaint are true and correct to the best of my knowledge, information and belief.

I understand that the statements in this verification are made subject to the penalties of 18 Pa.CS § 4904 relating to unsworn falsification to authorities.

CREDIGY RECEIVABLES INC.

BY:



A handwritten signature in black ink, appearing to read "John J. [illegible]".

AFFIANT

EXHIBIT A

FIRST SELECT 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 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.

The purpose of this communication is to collect a debt; any information obtained will be used for collecting the debt.

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" 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 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 periodic rate. The daily periodic rate we apply is your Account Annual Percentage Rate divided by 365. The Annual Percentage Rate will be calculated as disclosed in your most recent ASSOCIATES account term (the "Original Terms"). If your Original Terms provided for different Annual Percentage Rate 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 Corporation to pay your Account by debiting your checking or savings account. 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 or 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 and 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 your 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.

Sharing Information: We may share information with our affiliates, including without limitation, Providian National Bank and Providian 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, California 94566. Write 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. 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 we or ASSOCIATES mailed you the advertisement for the property or services.

EXHIBIT B

Officer's Certificate

I, being duly sworn, hereby state and attest that I am a designated officer of Credigy Receivables Inc. ("Credigy"), a Nevada Corporation and the PURCHASER in that certain Purchase and Sale Agreement between First Select, Inc. ("First Select"), the SELLER, dated as of December 27, 2002.

In accordance with the Agreement, First Select sold, assigned and conveyed to Credigy all right, title and interest in and to the account numbered 4168100020921944 and its unpaid balance. A copy of the Bill of Sale confirming that sale and assignment is attached hereto as Appendix "A".

FURTHER AFFIANT SAYETH NAUGHT

CREDIGY RECEIVABLES INC.

BY: _____

Shonya Gilchrist
AFFIANT

Sworn to and subscribed before me this 28th day of July, 2007.

Shonya Gilchrist
NOTARY PUBLIC

MY COMMISSION EXPIRES: April 15, 2007



Appendix A

Bill of Sale

First Select, Inc., for value received and in accordance with the terms of the Purchase and Sale Agreement between First Select, Inc. and Credigy Receivables Inc. ("PURCHASER"), dated as of December 27, 2002 (the "Agreement"), does hereby sell, assign and transfer to PURCHASER, its successors and assigns, all right, title and interest in and to the Acquired Assets, without recourse and without representation or warranty, including without limitation relating to collectibility, except to the extent of any representations or warranties expressly stated in the Agreement.

Executed on Dec. 30, 2002

FIRST SELECT, INC.

Am^r By Joseph L. Saunders

Print Name Joseph Saunders

Title _____

EXHIBIT C

Affidavit in Proof of Claim and Non-Military Service

BEFORE ME, the undersigned authority, this date personally appeared Affiant who, being first duly sworn, deposes and says:

1. That Affiant is an officer for the Plaintiff in the above-styled action.
2. That the Affiant is familiar with the above-styled cause and states that Affiant has reviewed the business records of the Plaintiff kept in the normal course of business and makes this statement on personal knowledge.
3. Defendant(s) owes Plaintiff a principal sum of \$7,438.47, plus interest on account number 4168100020921944.
4. Defendant(s) has repeatedly failed to pay the sum requested.
5. That all credits and offsets to which the Defendant(s) is entitled have been given.
6. That to the best of the Affiant's knowledge and belief Defendant(s) in this action is not in the military service of the United States, and was not in the military service of the United States at the time of the filing of this action or at the time of service of process on the Defendant(s).

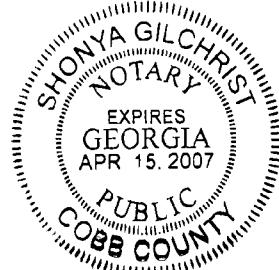
FURTHER AFFIANT SAYETH NAUGHT.



AFFIANT

Sworn to and subscribed before me this 28th day of July, 2004.

Shonya Gilchrist
Notary Public
My commission expires:



In The Court of Common Pleas of Clearfield County, Pennsylvania

CREDIGY RECEIVABLES INC.

VS.

KEMP, LARRY T.

COMPLAINT

Sheriff Docket # 16312

04-1354-CD

SHERIFF RETURNS

NOW SEPTEMBER 24, 2004 AT 10:40 AM SERVED THE WITHIN COMPLAINT ON LARRY T. KEMP, DEFENDANT AT RESIDENCE, 2180 BIOLA PIKE, PO BOX 282, SMITHMILL, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LARRY KEMP A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS

Return Costs

Cost	Description
39.00	SHERIFF HAWKINS PAID BY: ATTY Ck# 96966
10.00	SURCHARGE PAID BY: ATTY CK# 96967

Sworn to Before Me This

29 Day Of Sept 2004
William Shaw

So Answers,

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

FILED
0 3:07 00

SEP 29 2004

William A. Shaw
Prothonotary

Helene B. Raush
Bar No: 60140
Of Counsel to
Stewart & Associates, P.C.
P.O. Box 2629
Suwanee, GA. 30024
(866) 990-9968 phone
(678) 684-4120 fax

COPY

Credigy Receivables Inc.,	)	CLEARFIELD COUNTY
	)	COURT OF COMMONS PLEAS
	)	TRIAL DIVISION
Plaintiff,)	
	)	Civil Action No.: <i>04-1354-CD</i>
)	
Larry T Kemp,	)	Arbitration Matter
	)	Assessment of Damages Hearing
	)	Not Required
)	
Defendant.)	

NOTICE

To: Larry T Kemp
2180 Biola Pike P.O. Box 282
Smithmill, PA 16680-0000

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 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 any other claim 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.

Pennsylvania's Lawyer Referral Services can be reached at (800)692-7375.
Office headquarters are located at Pennsylvania Lawyer Referral Service.
Clearfield County Courthouse, Clearfield, PA

***** NOTICE PURUANT TO FAIR DEBT COLLECTION PRACTICES ACT*****
This communication is from a debt collector.
This is an attempt to collect a debt and any information obtained will be used for that purpose

Usted ha sido demandado en el Tribunal. Si usted desea defender contra los reclamos expuso en las páginas siguientes, usted debe tomar medidas dentro de veinte (20) días después que esta Queja y la nota son servidas entrando una apariencia escrita personalmente o por abogado y clasificación a escribir con el tribunal sus defnsas o las objeciones a los reclamos exponen contra usted. Usted es advertido que si usted falla de hacer así, el caso puede avanzar sin usted y un juicio puede ser entrado contra usted por el tribunal sin sota adicional para cualquier dinero reclamado en la queja o para cualquier otro reclamo o el alivio solicitados por el Demandante. Usted puede perder dinero o propiedad u otros derechos importantes a usted.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED no TIENE a UN ABOGADO ni no PUEDE PROPORCIONAR UNO, IR A ni TELEFONEAR LA OFICINA EXPUSO DEBAJO DE AVERIGUAR DONDE USTED PUEDE OBTENER AYUDA LEGAL.

**Servicio De Referencia E Informacion Legal (800)692-7375. Pennsylvania
Lawyer Referral Service. Clearfield County Courthouse, Clearfield, PA**

***** NOTICE PURUANT TO FAIR DEBT COLLECTION PRACTICES ACT*****
This communication is from a debt collector.
This is an attempt to collect a debt and any information obtained will be used for that purpose

Helene B. Raush
Bar No: 60140
Of Counsel to
Stewart & Associates, P.C.
P.O. Box 2629
Suwanee, GA. 30024
(866) 990-9968 phone
(678) 684-4120 fax

Credigy Receivables Inc.,	)	CLEARFIELD COUNTY
	)	COURT OF COMMONS PLEAS
	)	TRIAL DIVISION
Plaintiff,)	
	)	Civil Action No.:
)	
Larry T Kemp,	)	Arbitration Matter
	)	Assessment of Damages Hearing
	)	Not Required
)	
Defendant.)	

COMPLAINT

The Plaintiff asserts the following cause of action against the Defendant:

1. That Credigy Receivables Inc., Plaintiff, was and is, during all times mentioned in this Complaint, a corporation organized and existing under and by virtue of the laws of the State of Nevada, having its principal place of business located at 9404 Drew Court Las Vegas, Nevada 89117.
2. That Larry T Kemp, Defendant, is and was at all times relevant to this case a citizen and resident of, Clearfield County, Pennsylvania and may be served at 2180 Biola Pike P.O. Box 282 Smithmill, PA 16680-0000.
3. Defendant entered a written contract (the "Contract") for a credit card account (the "Account") with the Associates (the "Original Creditor"), specifically account number

4168100020921944 and thereafter assigned the account to First Select, Inc. (the "Prior Creditor"). An exemplary copy of the Contract is attached hereto as Exhibit "A" and incorporated herein by reference.

4. Among the terms and conditions of the Contract, Defendant agreed to pay promptly on rendition of a statement, all charges on the account.
5. Defendant accepted and used the credit card provided by the Original Creditor.
6. The Original Creditor rendered monthly statements of charges to Defendant.
7. The Original Creditor made written demand on Defendant for the balance due and owing on the account separate and apart from the statements rendered to Defendant, but the Defendant failed and refused to pay.
8. Defendant agreed in the Contract to pay all reasonable costs of collection, including reasonable attorney's fees, if Defendant's account was referred to an attorney for collection.
9. The Prior Creditor duly assigned and transferred all of its rights, title and interest in and to the Account and the Contract, to Plaintiff, and by reason of that assignment, Plaintiff became, and now is, the holder and owner of the Account and the Contract, as shown on the Officer's Certificate attesting to the account transfer only attached hereto and incorporated herein as Exhibit "B."
10. Plaintiff's attorney has notified Defendant as required by the Fair Debt Collection Practices Act by letter.

FIRST CLAIM FOR RELIEF
(Breach of Contract)

11. The allegations contained in paragraphs 1 through 10 of the Plaintiff's Complaint are incorporated by reference herein.

12. Plaintiff has performed all conditions precedent to be performed by Plaintiff under the Contract or the conditions have been satisfied.

13. Defendant has not repaid Plaintiff for credit extended under the Contract and on the Account.

14. As a result of Defendant's failure and refusal to pay the balance due on the account, Plaintiff is entitled to a judgment against Defendant in the amount of \$7,438.47, that is due with interest as shown on the Affidavit in Proof of Claim and Non-Military Service attached hereto and incorporated herein as Exhibit "C."

WHEREFORE, the Plaintiff respectfully requests that the court award the following relief:

1. Enter a judgment in favor of the Plaintiff and against Defendant in the amount of \$7,438.47 for breach of contract plus interest;
2. Tax the costs of this action against the Defendant;
3. Award to the Plaintiff its reasonable attorneys' fees, costs and expenses incurred in prosecuting this action; and
4. Grant such other and further relief in favor of the Plaintiff as the court deems just and appropriate.

SECOND CLAIM FOR RELIEF
(Quantum Meruit or Implied Contract)

15. The allegations contained in paragraphs 1 through 14 of the Plaintiff's Complaint are incorporated herein by reference.

16. At the specific instance and request of the Defendant, and for its use and benefit, the Plaintiff, or its predecessor in interest as the case may be, extended credit to the Defendant under the Contract and on the Account.

17. Despite the Plaintiff's reasonable expectation to be fully paid by the Defendant for the balance due and owing on the Account, the Defendant has failed to pay the Plaintiff for said balance.

18. The Defendant incurred said balance on the Account with knowledge or reason to know that the Plaintiff expected to be fully paid for such credit extended plus interest.

19. The Plaintiff made demand on the Defendant to fully pay the Plaintiff the above-stated sum, but the Defendant has failed and refused to do so.

20. As a result of the Defendant's failure and refusal to pay the Plaintiff the above-stated sum for the credit extended, the Defendant has become unjustly enriched in at least the amount of \$7,438.47, at the expense of the Plaintiff.

21. The Plaintiff is therefore entitled to recover from the Defendant in quantum meruit and/or on the basis of implied contract the sum of credit extended on the Account, plus interest thereon.

WHEREFORE, the Plaintiff respectfully requests that the court award the following relief:

1. In the alternative, enter a judgment in favor of the Plaintiff and against Defendant in the amount of \$7,438.47 in quantum meruit, or on implied contract plus interest;
2. Tax the costs of this action against the Defendant;
3. Award to the Plaintiff its reasonable attorneys' fees, costs and expenses incurred in prosecuting this action; and
4. Grant such other and further relief in favor of the Plaintiff as the court deems just and appropriate.

Respectfully submitted this 27th day of Aug, 2004.



Helene B. Raush
Bar No: 60140

Of Counsel to
Stewart & Associates, P.C.
P.O. Box 2629
Suwanee, GA. 30024
(866) 990-9968 phone
(678) 684-4120 fax

NOTICE PURUANT TO FAIR DEBT COLLECTION PRACTICES ACT
This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

VERIFICATION

I hereby state that I am the Assistant Vice President of Plaintiff, that I am authorized to make this verification on behalf of Plaintiff in the foregoing action, that I have personal knowledge of the statements made in the foregoing Complaint, and that the statements made in Plaintiff's Complaint are true and correct to the best of my knowledge, information and belief.

I understand that the statements in this verification are made subject to the penalties of 18 Pa.CS § 4904 relating to unsworn falsification to authorities.

CREDIGY RECEIVABLES INC.

BY:



AFFIANT

EXHIBIT A

FIRST SELECT 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 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.

The purpose of this communication is to collect a debt; any information obtained will be used for collecting the debt.

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" 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 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 periodic rate. The daily periodic rate we apply is your Account Annual Percentage Rate divided by 365. The Annual Percentage Rate will be calculated as disclosed in your most recent ASSOCIATES account term (the "Original Terms"). If your Original Terms provided for different Annual Percentage Rate 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 Corporation to pay your Account by debiting your checking or savings account. 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 or 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 and 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 Corporation, P.O. Box 9104, Pleasanton, California 94566.

Sharing Information: We may share information with our affiliates, including without limitation Providian National Bank and Providian 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, California 94566. Write 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. 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 we or ASSOCIATES mailed you the advertisement for the property or services.

EXHIBIT B

Officer's Certificate

I, being duly sworn, hereby state and attest that I am a designated officer of Credigy Receivables Inc. ("Credigy"), a Nevada Corporation and the PURCHASER in that certain Purchase and Sale Agreement between First Select, Inc. ("First Select"), the SELLER, dated as of December 27, 2002.

In accordance with the Agreement, First Select sold, assigned and conveyed to Credigy all right, title and interest in and to the account numbered 4168100020921944 and its unpaid balance. A copy of the Bill of Sale confirming that sale and assignment is attached hereto as Appendix "A".

FURTHER AFFIANT SAYETH NAUGHT

CREDIGY RECEIVABLES INC.

BY:

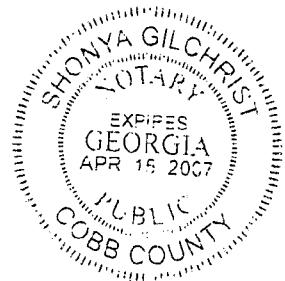
AFFIANT



Sworn to and subscribed before me this 28th day of July, 2007.

Shonya Gilchrist
NOTARY PUBLIC

MY COMMISSION EXPIRES: April 15, 2007



Appendix A

Bill of Sale

First Select, Inc., for value received and in accordance with the terms of the Purchase and Sale Agreement between First Select, Inc. and Credigy Receivables Inc. ("PURCHASER"), dated as of December 27, 2002 (the "Agreement"), does hereby sell, assign and transfer to PURCHASER, its successors and assigns, all right, title and interest in and to the Acquired Assets, without recourse and without representation or warranty, including without limitation relating to collectibility, except to the extent of any representations or warranties expressly stated in the Agreement.

Executed on Dec. 30, 2002

FIRST SELECT, INC.

Attn: Joseph M. Saunders
Print Name Joseph M. Saunders
Title President

EXHIBIT C

Affidavit in Proof of Claim and Non-Military Service

BEFORE ME, the undersigned authority, this date personally appeared Affiant who, being first duly sworn, deposes and says:

1. That Affiant is an officer for the Plaintiff in the above-styled action.
2. That the Affiant is familiar with the above-styled cause and states that Affiant has reviewed the business records of the Plaintiff kept in the normal course of business and makes this statement on personal knowledge.
3. Defendant(s) owes Plaintiff a principal sum of \$7,438.47, plus interest on account number 4168100020921944.
4. Defendant(s) has repeatedly failed to pay the sum requested.
5. That all credits and offsets to which the Defendant(s) is entitled have been given.
6. That to the best of the Affiant's knowledge and belief Defendant(s) in this action is not in the military service of the United States, and was not in the military service of the United States at the time of the filing of this action or at the time of service of process on the Defendant(s).

FURTHER AFFIANT SAYETH NAUGHT.

~~AFFIRMAT~~

Sworn to and subscribed before me this 28 day of July, 2004.

Shonaya Gilchrist
Notary Public
My commission expires:



Court of Common Pleas of Clearfield County
Civil Cover Sheet

For Prothonotary's/Clerk's Use only (Docket Number)

A. PLAINTIFF'S NAME: Credigy Receivables Inc.	DEFENDANT'S NAME: Larry T Kemp
PLAINTIFF'S ADDRESS: 9404 Drew Court Las Vegas, NV 89117	DEFENDANT'S ADDRESS: 2180 Biola Pike P.O. Box 282 Smithmill, PA 16680-0000
PLAINTIFF'S NAME:	DEFENDANT'S NAME: <i>04-1354-CD</i>
PLAINTIFF'S ADDRESS:	DEFENDANT'S ADDRESS: I hereby certify this to be a true and attested copy of the original statement filed in this case.
TOTAL NUMBER OF PLAINTIFFS one	TOTAL NUMBER OF DEFENDANTS one AUG 30 2004

B. AMOUNT IN CONTROVERSY	C. COMMENCEMENT OF ACTION	D. OTHER	Attest. <i>William B. Raush</i> Prothonotary, Clerk of Courts
<input checked="" type="checkbox"/> \$25,000 or less <input type="checkbox"/> More than \$25,000 <input type="checkbox"/> Assessment of damages hearing required <input checked="" type="checkbox"/> Assessment of damages hearing not required	<input type="checkbox"/> 1. Complaint <input type="checkbox"/> 2. Writ of Summons <input type="checkbox"/> 3. Notice of Appeal <input type="checkbox"/> 4. Petition Action	<input checked="" type="checkbox"/> 5. Arbitration <input type="checkbox"/> 6. Jury <input type="checkbox"/> 7. Non Jury <input type="checkbox"/> 8. Class Action <input type="checkbox"/> 9. In-Forma <input type="checkbox"/> Pauperis	<input type="checkbox"/> 10. Transfer from Other Jurisdiction <input type="checkbox"/> 11. Minor's Compromise <input type="checkbox"/> 12. Survival Action <input type="checkbox"/> 13. Wrongful Death Action (Involving minors)

E. TRACK ASSIGNMENT REQUESTED (CHECK ONE) COURT HAS FINAL APPROVAL FOR ALL TRACK ASSIGNMENTS

FAST STANDARD COMPLEX If complex, state reasons:

F. CODE AND CASE TYPE (See instructions) A-Civil Action	G. CODE AND CASE SPECIFIC (See instructions) 015-Consumer Credit
------------------------------------------------------------	---------------------------------------------------------------------

H. STATUTORY BASIS FOR CAUSE OF ACTION (See instructions)

I. RELATED PENDING CASES
(List by Docket Number – Indicate whether the related cases have been consolidated)

J. TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant. Papers may be served at the address set forth below
I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

NAME OF PLAINTIFF'S/APPELLANT'S ATTORNEY Helene B. Raush Of Counsel to Stewart & Associates	ADDRESS P.O. Box 2629 Suwanee, GA 30024	AUG 30 2004
PHONE NUMBER (866) 990-9968	SUPREME COURT IDENTIFICATION NUMBER 60140	E-MAIL ADDRESS: Attest. <i>William B. Raush</i> Prothonotary/ Clerk of Courts

DATE: 8/27/04 SIGNATURE: Helene B. Raush

CLEARFIELD COUNTY COURT OF COMMONS PLEAS TRIAL DIVISION

CREDIQY RECEIVABLES INC

Plaintiff/Petitioner

Hearing Date:

vs.
LARRY T KEMP

Defendant/Respondent

CAUSE NO.
04-1354-CDAFFIDAVIT OF SERVICE OF:
NOTICE AND COMPLAINT

The undersigned, being first duly sworn, on oath deposes and says: That s/he is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

On the 24th day of September, 2004, at 10:40 AM, at the address of 2180 BIOLA PIKE, Smithmill, Clearfield County, PA ; this affiant served the above described documents upon LARRY T KEMP, by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with LARRY T KEMP, , person of suitable age and discretion who stated the above address to be the residence and usual place of abode of themselves and the subject(s) and/or subjects legal representative listed above.

No Information was provided or discovered that indicates that the subjects served are members of the U.S. military.

Affiant hereby states under penalty of perjury under the laws of the State of Pennsylvania that the statement above is true and correct.

James Davis /m
DEPUTY JAMES DAVIS

Chester A. Hawkins/Marilyn Harris
CHESTER A. HAWKINS, Sheriff

SUBSCRIBED AND SWORN to before me this 7th day of October, 2004

William A. Shaw
NOTARY PUBLIC in and for the State of Pennsylvania

ABC's Client Name
Stewart & Associates, PC

ORIGINAL PROOF OF
SERVICE

ABC Tracking #: 3514832



FILED NO CC
m 11:15 AM
OCT 22 2004

William A. Shaw
Prothonotary, Clerk of Courts

CLEARFIELD COUNTY COURT OF COMMONS PLATE TRIAL DIVISION

NOTICE AND COMPLAINT REGARDING THE SERVICES OR PRODUCTS PROVIDED BY THE COMPANY	DELEGATED BY THE COMPANY TO THE PERSONS NAMED IN THE ATTACHED LIST	REGARDING RECEIVABLES INC REGARDING THE SERVICES OR PRODUCTS PROVIDED BY THE COMPANY
NOTICE AND COMPLAINT REGARDING THE SERVICES OR PRODUCTS PROVIDED BY THE COMPANY	DELEGATED BY THE COMPANY TO THE PERSONS NAMED IN THE ATTACHED LIST	REGARDING RECEIVABLES INC REGARDING THE SERVICES OR PRODUCTS PROVIDED BY THE COMPANY

Ilis a brie won ei (er) a tenT: ræysa brie seæsæqæd diso no, "mowes ylub tæll græled, benglæderbriu erT
tealitto ne ton, neærligle ic onta erit tevo, ærval & beferlU erit to neærlig a saw befordersm nisterl ærml
Inælæqmæs a brie, noflos hefting sevða erit ni beferlælni ton of ylisaq a ton, noflosqædum Hmialq a to
nisterlæsænq wæs ed of

No information was provided on objectives for indications for application and use of implants in children.

and their ability to respond to changes in their environment. This is particularly important for plants, which are sessile and cannot move away from不利条件。

DEPUTY TUESDAYS

SUBSCRIBED AND SIGNED this 1st day of October, 2004

NOTARY PUBLIC in and for the State of New York

Helene B. Raush
Bar No: 60140
Stewart & Associates, P.C.
P.O. Box 2629
Suwanee, GA 30024
(866) 990-9968 phone
(678) 684-4975 fax

FILED *Atty pd. 20.00*
m) 11:54 AM SEP 12 2006 ICC Notice to Def.

William A. Shaw
Prothonotary/Clerk of Courts
Statement to Atty
(GK)

CREDIGY RECEIVABLES INC.,	)	CLEARFIELD COUNTY
	)	COURT OF COMMON PLEAS
Plaintiff,)	
vs.	)	Civil Action No.: 04-1354-CS
)	
LARRY T KEMP,	)	PRAECIPE TO ENTER
	)	DEFAULT JUDGMENT
Defendant.)	

TO THE PROTHONOTARY:

Enter judgment in favor of Plaintiff, CREDIGY RECEIVABLES INC., and against Defendant, LARRY T KEMP, for want of an answer. The amount stated in Plaintiff's initial pleading consisted of the balance as of the date Plaintiff acquired Defendant's account plus accrued and unpaid interest through the date of filing of the Complaint. Plaintiff now requests judgment for the current balance of Defendant's account as follows:

PRINCIPAL AMOUNT	\$ 4,828.54
PLUS INTEREST	\$ 5,813.05
ATTORNEY FEES	\$ 965.71
COSTS	\$ 85.00
TOTAL	\$ 11,692.30 (plus additional costs)

POST-JUDGMENT INTEREST AT THE CONTRACT RATE OF 16.49 PERCENT PER ANNUM COMPOUNDED USING THE AVERAGE DAILY BALANCE METHOD COMPOUNDED MONTHLY.

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.

A NOTICE OF PRAECIPE TO ENTER DEFAULT JUDGMENT WAS MAILED TO THE PARTY AGAINST WHOM JUDGMENT IS TO BE ENTERED AND TO HIS 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, PURSUANT TO Pa.R.C.P. 237.1. A COPY OF THE NOTICE AND THE CERTIFICATION OF SERVICE ARE ATTACHED AS EXHIBIT "A" AND "B".

Date: Sept 8, 2006

Helene B. Raush
Helene B. Raush

This 12th day of September, 2006, judgment is entered in favor of CREDIGY RECEIVABLES INC. and against Defendant, LARRY T KEMP, by default for want of an answer and damages assessed for the sum listed above as per the above certification. The court also grants permission to the Plaintiff to contact third parties who have or would reasonably have knowledge relevant to the collection of this judgment pursuant to 15 U.S.C. § 1692c.

William A. Shaw
Prothonotary

EXHIBIT A-1

Helene B. Raush
Bar No: 60140
Stewart & Associates, P.C.
P.O. Box 2629
Suwanee, GA. 30024
(866) 990-9968 phone
(678) 684-4975 fax

CREDIGY RECEIVABLES INC.,	)	CLEARFIELD COUNTY
	)	COURT OF COMMON PLEAS
)	
Plaintiff,)	
	)	Civil Action No.: 04-1354-CS
LARRY T KEMP,)	
	)	NOTICE OF PRAECIPE TO ENTER
	)	JUDGMENT BY DEFAULT
Defendant.)	

TO: LARRY T KEMP
2180 BIOLA PIKE P.O.BOX 282
SMITHMILL, PA 16680-0000

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. 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 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 Referral and Information Service
Pennsylvania Bar Association
100 South Street
Harrisburg, PA 17108
(800) 692-7375

DATE: July 03, 2006

/s/ HELENE B. RAUSH
Helene B. Raush
Bar No: 60140

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICE ACT
This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

EXHIBIT A-2

Helene B. Raush
Bar No: 60140
Stewart & Associates, P.C.
P.O. Box 2629
Suwanee, GA. 30024
(866) 990-9968 phone
(678) 684-4975 fax

CREDIGY RECEIVABLES INC.,	)	CLEARFIELD COUNTY
	)	COURT OF COMMON PLEAS
Plaintiff,)	
)	
vs.	)	Civil Action No.: 04-1354-CS
)	
LARRY T KEMP,	)	NOTICE OF PRAECIPE TO ENTER
	)	JUDGMENT BY DEFAULT
)	
Defendant.)	

TO: LARRY T KEMP
2180 BIOLA PIKE P.O.BOX 282
SMITHMILL, PA 16680-0000

AVISO IMPORTANTE

Usted esta en rebeldia porque ha fallado en tomar la accion exigida de su parte en este case. A menos de que usted actue dentro de diez dias de la fecha de este aviso, as puede regis-trar uns sentica contra usted, si el beneficio de una audiencia y puede perder su propiedad o derechos importantes. Usted debe llevar este aviso a un abogado enseguida. Si usted no tiene un abogado y no puede pagar por los servicios de un abogado, debe comunicarse con la siguiente oficina para averiguar donde puede obtener ayuda legal:

SERVICIO DE REFERENCIA LEGAL
Pennsylvania Bar Association
100 South Street
Harrisburg, PA 17108
(800) 692-7375

FECHA DEL AVISO: July 03, 2006

/s/ HELENE B. RAUSH

Helene B. Raush
Bar No: 60140

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICE ACT
This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

EXHIBIT B

**AFFIDAVIT OF DEFAULT, CERTIFICATION OF NOTICE OF PRAECIPE TO ENTER
DEFAULT JUDGMENT, AND NON-MILITARY SERVICE.**

STATE OF GEORGIA
COUNTY OF FORSYTH

Cherita Carter, first being duly sworn, deposes and says:

1. That Affiant, Cherita Carter, is duly authorized to execute this affidavit on behalf of the Plaintiff.
2. That the Affiant has reviewed the business records of the Plaintiff kept in the normal course of business. Attached hereto is an Account Monthly Balance Statement for the Defendant.
3. Defendant has failed to answer or appear in the above referenced matter.
4. To the best of my knowledge, Defendant is not now nor was at any relevant time a member of the United States Military.
5. On July 03, 2006 a copy of the Notice of Praecipe to Enter Judgment of Default was served by regular mail upon the Defendant, LARRY T KEMP.

Cherita Carter FURTHER AFFIANT SAYETH NAUGHT.

Cherita Carter, Affiant

Sworn to the subscribed

Before me this 25th day of August, 2006

M. Ginette Mukassa

Notary Public, State of Georgia

My commission expires:



ACCOUNT MONTHLY BALANCE STATEMENT

SUMMARY

AccountID	10211929	Charge off Balance	4,828.54
Account Provider	First Select, Inc.	Current Balance	10,726.59
Product	Associates	Open Date	03/15/1998
Product Type	Credit Card	Charge Off Date	10/11/2001
Account Number#	4168-1000-2092-1944	Last Payment Date	02/27/2001
Account Original ID#	5480-6800-2014-1278	Customer Name	LARRY T KEMP
APR	16.490%	Report Date	08/24/2006

STATEMENT

PERIOD: 10/11/2001 To 10/31/2001

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	4,828.54	4,828.54	0.00	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	4,872.17	4,828.54	43.63	0.00

PERIOD: 11/01/2001 To 11/30/2001

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	4,872.17	4,828.54	43.63	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	4,938.20	4,828.54	109.66	0.00

PERIOD: 12/01/2001 To 12/31/2001

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	4,938.20	4,828.54	109.66	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	5,007.36	4,828.54	178.82	0.00

PERIOD: 01/01/2002 To 01/31/2002

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	5,007.36	4,828.54	178.82	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	5,077.49	4,828.54	248.95	0.00

PERIOD: 02/01/2002 To 02/28/2002

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	5,077.49	4,828.54	248.95	0.00

	Total	Principal	Interest	Expenses

ENDING BALANCE	5,141.72	4,828.54	313.18	0.00
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PERIOD: 03/01/2002 To 03/31/2002

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	5,141.72	4,828.54	313.18	0.00

ENDING BALANCE	Total	Principal	Interest	Expenses
	5,213.73	4,828.54	385.19	0.00

PERIOD: 04/01/2002 To 04/30/2002

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	5,213.73	4,828.54	385.19	0.00

ENDING BALANCE	Total	Principal	Interest	Expenses
	5,284.40	4,828.54	455.86	0.00

PERIOD: 05/01/2002 To 05/31/2002

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	5,284.40	4,828.54	455.86	0.00

ENDING BALANCE	Total	Principal	Interest	Expenses
	5,358.41	4,828.54	529.87	0.00

PERIOD: 06/01/2002 To 06/30/2002

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	5,358.41	4,828.54	529.87	0.00

ENDING BALANCE	Total	Principal	Interest	Expenses
	5,431.03	4,828.54	602.49	0.00

PERIOD: 07/01/2002 To 07/31/2002

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	5,431.03	4,828.54	602.49	0.00

ENDING BALANCE	Total	Principal	Interest	Expenses
	5,507.09	4,828.54	678.55	0.00

PERIOD: 08/01/2002 To 08/31/2002

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	5,507.09	4,828.54	678.55	0.00

	Total	Principal	Interest	Expenses

ENDING BALANCE	5,584.22	4,828.54	755.68	0.00
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PERIOD: 09/01/2002 To 09/30/2002

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	5,584.22	4,828.54	755.68	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	5,659.91	4,828.54	831.37	0.00

PERIOD: 10/01/2002 To 10/31/2002

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	5,659.91	4,828.54	831.37	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	5,739.18	4,828.54	910.64	0.00

PERIOD: 11/01/2002 To 11/30/2002

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	5,739.18	4,828.54	910.64	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	5,816.96	4,828.54	988.42	0.00

PERIOD: 12/01/2002 To 12/31/2002

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	5,816.96	4,828.54	988.42	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	5,898.43	4,828.54	1,069.89	0.00

PERIOD: 01/01/2003 To 01/31/2003

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	5,898.43	4,828.54	1,069.89	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	5,981.04	4,828.54	1,152.50	0.00

PERIOD: 02/01/2003 To 02/28/2003

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	5,981.04	4,828.54	1,152.50	0.00

	Total	Principal	Interest	Expenses

ENDING BALANCE	6,056.70	4,828.54	1,228.16	0.00
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PERIOD: 03/01/2003 To 03/31/2003				
	Total	Principal	Interest	Expenses
BEGINNING BALANCE	6,056.70	4,828.54	1,228.16	0.00

ENDING BALANCE	6,141.52	4,828.54	1,312.98	0.00
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PERIOD: 04/01/2003 To 04/30/2003				
	Total	Principal	Interest	Expenses
BEGINNING BALANCE	6,141.52	4,828.54	1,312.98	0.00

ENDING BALANCE	6,224.76	4,828.54	1,396.22	0.00
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PERIOD: 05/01/2003 To 05/31/2003				
	Total	Principal	Interest	Expenses
BEGINNING BALANCE	6,224.76	4,828.54	1,396.22	0.00

ENDING BALANCE	6,311.94	4,828.54	1,483.40	0.00
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PERIOD: 06/01/2003 To 06/30/2003				
	Total	Principal	Interest	Expenses
BEGINNING BALANCE	6,311.94	4,828.54	1,483.40	0.00

ENDING BALANCE	6,397.49	4,828.54	1,568.95	0.00
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PERIOD: 07/01/2003 To 07/31/2003				
	Total	Principal	Interest	Expenses
BEGINNING BALANCE	6,397.49	4,828.54	1,568.95	0.00

ENDING BALANCE	6,487.09	4,828.54	1,658.55	0.00
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PERIOD: 08/01/2003 To 08/31/2003				
	Total	Principal	Interest	Expenses
BEGINNING BALANCE	6,487.09	4,828.54	1,658.55	0.00

	Total	Principal	Interest	Expenses
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ENDING BALANCE	6,577.94	4,828.54	1,749.40	0.00
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PERIOD: 09/01/2003 To 09/30/2003

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	6,577.94	4,828.54	1,749.40	0.00

ENDING BALANCE	Total	Principal	Interest	Expenses
	6,667.09	4,828.54	1,838.55	0.00

PERIOD: 10/01/2003 To 10/31/2003

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	6,667.09	4,828.54	1,838.55	0.00

ENDING BALANCE	Total	Principal	Interest	Expenses
	6,760.47	4,828.54	1,931.93	0.00

PERIOD: 11/01/2003 To 11/30/2003

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	6,760.47	4,828.54	1,931.93	0.00

ENDING BALANCE	Total	Principal	Interest	Expenses
	6,852.10	4,828.54	2,023.56	0.00

PERIOD: 12/01/2003 To 12/31/2003

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	6,852.10	4,828.54	2,023.56	0.00

ENDING BALANCE	Total	Principal	Interest	Expenses
	6,948.06	4,828.54	2,119.52	0.00

PERIOD: 01/01/2004 To 01/31/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	6,948.06	4,828.54	2,119.52	0.00

ENDING BALANCE	Total	Principal	Interest	Expenses
	7,045.37	4,828.54	2,216.83	0.00

PERIOD: 02/01/2004 To 02/29/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	7,045.37	4,828.54	2,216.83	0.00

	Total	Principal	Interest	Expenses

ENDING BALANCE	7,137.67	4,828.54	2,309.13	0.00
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PERIOD: 03/01/2004 To 03/31/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	7,137.67	4,828.54	2,309.13	0.00

ENDING BALANCE	Total	Principal	Interest	Expenses
	7,237.64	4,828.54	2,409.10	0.00

PERIOD: 04/01/2004 To 04/30/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	7,237.64	4,828.54	2,409.10	0.00

ENDING BALANCE	Total	Principal	Interest	Expenses
	7,335.73	4,828.54	2,507.19	0.00

PERIOD: 05/01/2004 To 05/31/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	7,335.73	4,828.54	2,507.19	0.00

ENDING BALANCE	Total	Principal	Interest	Expenses
	7,438.47	4,828.54	2,609.93	0.00

PERIOD: 06/01/2004 To 06/30/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	7,438.47	4,828.54	2,609.93	0.00

ENDING BALANCE	Total	Principal	Interest	Expenses
	7,539.29	4,828.54	2,710.75	0.00

PERIOD: 07/01/2004 To 07/31/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	7,539.29	4,828.54	2,710.75	0.00

Transactions			
Amount	Transaction Date	Type	
85.00	07/16/2004	Legal Expenses	
85.00	07/16/2004	Legal Expenses	
85.00	07/16/2004	Legal Expense Reversal	

ENDING BALANCE	Total	Principal	Interest	Expenses
	7,816.11	4,828.54	2,987.57	0.00

PERIOD: 08/01/2004 To 08/31/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	7,816.11	4,828.54	2,987.57	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	7,925.57	4,828.54	3,097.03	0.00

PERIOD: 09/01/2004 To 09/30/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	7,925.57	4,828.54	3,097.03	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	8,032.99	4,828.54	3,204.45	0.00

PERIOD: 10/01/2004 To 10/31/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	8,032.99	4,828.54	3,204.45	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	8,145.50	4,828.54	3,316.96	0.00

PERIOD: 11/01/2004 To 11/30/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	8,145.50	4,828.54	3,316.96	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	8,165.46	4,828.54	3,251.92	85.00

PERIOD: 12/01/2004 To 12/31/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	8,165.46	4,828.54	3,251.92	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	8,279.82	4,828.54	3,366.28	85.00

PERIOD: 01/01/2005 To 01/31/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	8,279.82	4,828.54	3,366.28	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	8,395.78	4,828.54	3,482.24	85.00

PERIOD: 02/01/2005 To 02/28/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	8,395.78	4,828.54	3,482.24	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	8,501.99	4,828.54	3,588.45	85.00

PERIOD: 03/01/2005 To 03/31/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	8,501.99	4,828.54	3,588.45	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	8,621.06	4,828.54	3,707.52	85.00

PERIOD: 04/01/2005 To 04/30/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	8,621.06	4,828.54	3,707.52	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	8,737.91	4,828.54	3,824.37	85.00

PERIOD: 05/01/2005 To 05/31/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	8,737.91	4,828.54	3,824.37	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	8,860.28	4,828.54	3,946.74	85.00

PERIOD: 06/01/2005 To 06/30/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	8,860.28	4,828.54	3,946.74	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	8,980.37	4,828.54	4,066.83	85.00

PERIOD: 07/01/2005 To 07/31/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	8,980.37	4,828.54	4,066.83	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	9,106.14	4,828.54	4,192.60	85.00

PERIOD: 08/01/2005 To 08/31/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	9,106.14	4,828.54	4,192.60	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	9,233.67	4,828.54	4,320.13	85.00

PERIOD: 09/01/2005 To 09/30/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	9,233.67	4,828.54	4,320.13	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	9,358.82	4,828.54	4,445.28	85.00

PERIOD: 10/01/2005 To 10/31/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	9,358.82	4,828.54	4,445.28	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	9,489.90	4,828.54	4,576.36	85.00

PERIOD: 11/01/2005 To 11/30/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	9,489.90	4,828.54	4,576.36	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	9,618.52	4,828.54	4,704.98	85.00

PERIOD: 12/01/2005 To 12/31/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	9,618.52	4,828.54	4,704.98	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	9,753.22	4,828.54	4,839.68	85.00

PERIOD: 01/01/2006 To 01/31/2006

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	9,753.22	4,828.54	4,839.68	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	9,889.82	4,828.54	4,976.28	85.00

PERIOD: 02/01/2006 To 02/28/2006

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	9,889.82	4,828.54	4,976.28	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	10,014.93	4,828.54	5,101.39	85.00

PERIOD: 03/01/2006 To 03/31/2006

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	10,014.93	4,828.54	5,101.39	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	10,155.19	4,828.54	5,241.65	85.00

PERIOD: 04/01/2006 To 04/30/2006

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	10,155.19	4,828.54	5,241.65	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	10,292.82	4,828.54	5,379.28	85.00

PERIOD: 05/01/2006 To 05/31/2006

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	10,292.82	4,828.54	5,379.28	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	10,436.98	4,828.54	5,523.44	85.00

PERIOD: 06/01/2006 To 06/30/2006

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	10,436.98	4,828.54	5,523.44	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	10,578.43	4,828.54	5,664.89	85.00

PERIOD: 07/01/2006 To 07/31/2006

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	10,578.43	4,828.54	5,664.89	85.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	10,726.59	4,828.54	5,813.05	85.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
PENNSYLVANIA

NOTICE OF ORDER, DECREE OR JUDGMENT

Prothonotary-Rule236

Plaintiff(s)

CREDIGY RECEIVABLES INC.
2877 Paradise Road, Suite 303
Las Vegas, Nevada 89109

Case Number 04-1354-CS

2004 - 08 -

Defendant(s)

LARRY T KEMP
2180 BIOLA PIKE P.O.BOX 282
SMITHMILL, PA 16680-0000

To Plaintiff Defendant Garnishee Additional Defendant

You are hereby notified that the following Order, Decree or Judgment has been entered against you
on _____.

Decree Nisi in Equity.
 Final Decree in Equity.
 Judgment of Confession Verdict Court Order Default Non-Suit
 Non-Pros Arbitration Award
 Judgment in the amount of \$ 11,692.30, plus costs.
 District Justice Transcript of Judgment in the amount of \$ _____, plus costs.
 If not satisfied with sixty (60) days, your motor vehicle operator's license will be suspended by the Pennsylvania Department of Transportation.

By William B. Raush 9/12/06
Deputy

If you have any questions concerning the above, please contact :

Name/Address/Telephone Number of (Attorney/Filing Party)

Helene B. Raush, Bar No. 60140
P.O. Box 2629 Suwanee, GA 30024
(866) 990-9968

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

Credigy Receivables, Inc.
Plaintiff(s)

No.: 2004-01354-CD

Real Debt: \$11,692.30

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Larry T. Kemp
Defendant(s)

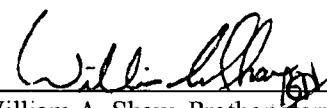
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 12, 2006

Expires: September 12, 2011

Certified from the record this 12th day of September, 2006.



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

2160210

GORDON & WEINBERG, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
JOEL M. FLINK, ESQUIRE
Identification No.: 41200
1001 E. Hector Street, Ste 220
Conshohocken, PA 19428
484/351-0500

Credigy Receivables Inc.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 04-1354-CS

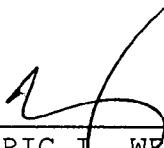
LARRY T KEMP

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of the plaintiff in the
above-captioned matter.

GORDON & WEINBERG, P.C.

BY: 

FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

P012

S
FILED NO CC
M 11/29/2011
DEC 13 2011
William A. Shaw
Prothonotary/Clerk of Courts


CERTIFICATION OF SERVICE

I, **FREDERIC I. WEINBERG, ESQUIRE**, hereby certify that I, on the date below, served a copy of the Substitution of Attorney and Entry of Appearance Pursuant to Pa.R.C.P. 1028(c)(1), via First Class Mail, postage pre-paid, to all other parties or their counsel of record.


FREDERIC I. WEINBERG, ESQUIRE

Dated: 12/12/12

2198726

**The Law Offices of Frederic I Weinberg
& Associates, P.C.**

BY: Frederic I. Weinberg, Esquire
Identification No.: 41360
Joel M. Flink, Esquire
Identification No.: 41200
375 E. Elm Street, Suite 210
Conshohocken, PA 19428
484/351-0500

CREDIGY RECEIVABLES INC.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 04-1354-CD

LARRY KEMP

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of the plaintiff in the
above-captioned matter.

The Law Offices of Frederic I. Weinberg
& Associates, P.C.

BY: _____

Frederic I. Weinberg, Esquire
Joel M. Flink, Esquire
Attorney for Plaintiff

P012

FILED

S MAY 18 2015
M192713NT
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
ICC Attny Weinberg

CERTIFICATION OF SERVICE

I, **FREDERIC I. WEINBERG, ESQUIRE**, hereby certify that I, on the date below, served a copy of the Substitution of Attorney and Entry of Appearance Pursuant to Pa.R.C.P. 1028(c)(1), via First Class Mail, postage pre-paid, to all other parties or their counsel of record.


FREDERIC I. WEINBERG, ESQUIRE

Dated: 5/14/15

The Law Offices of Frederic I. Weinberg
 & Associates, P.C.

BY: Frederic I. Weinberg, Esquire
 Identification No.: 41360
 Joel M. Flink, Esquire
 Identification No.: 41200
 375 E. Elm Street, Suite 210
 Conshohocken, PA 19428
 484/351-0500

CREDIGY RECEIVABLES INC.
 511 Rhett Street
 Greenville, SC 29601

COURT OF COMMON PLEAS
 CLEARFIELD COUNTY

vs. DOCKET NO. : 04-1354-CD

LARRY KEMP
 PO BOX 282
 SMITHMILL PA 16680
 and
 CNB Bank
 1231 S. Second Street
 Clearfield, PA 16830
 GARNISHEE

ab
 FILED
 MP15/BK
 S JUN 29 2015
 2000 16th Wmber
 BRIAN K. SPENCER
 PROTHONOTARY & CLERK OF COURTS
 See Sheriff's Inst.

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue writ of execution in the above matter,
 directed to the Sheriff of Clearfield County;

- (1) against
LARRY KEMP
 defendant(s) and
- (2) against
CNB Bank
 garnishee(s)
- (3) Amount Due \$10,726.59
 Interest from September 12, 2006 \$5,631.90
 Costs
 Prothonotary fee \$20.00
 Sheriff fee \$200.00
- (4) Less: Payments on Account \$0.00

TOTAL	\$16,578.49
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16
 FREDERIC I. WEINBERG, ESQUIRE
 JOEL M. FLINK, ESQUIRE
 Attorney for Plaintiff

**The Law Offices of Frederic I. Weinberg
& Associates, P.C.**

BY: Frederic I. Weinberg, Esquire
Identification No.: 41360
Joel M. Flink, Esquire
Identification No.: 41200
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484/351-0500

CREDIGY RECEIVABLES INC.
511 Rhett Street
Greenville, SC 29601

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 04-1354-CD

LARRY KEMP
PO BOX 282
SMITHMILL PA 16680
and
CNB Bank
1231 S. Second Street
Clearfield, PA 16830
GARNISHEE

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have Legal rights to prevent your property from being taken. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached exemption claim form and demand for a prompt hearing; (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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& Associates, P.C.**

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CREDIGY RECEIVABLES INC.
511 Rhett Street
Greenville, SC 29601

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 04-1354-CD

LARRY KEMP
PO BOX 282
SMITHMILL PA 16680
and
CNB Bank
1231 S. Second Street
Clearfield, PA 16830
GARNISHEE

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above named defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300.00 statutory exemption be

[] (i) set aside in kind (specify property to be set aside in kind): _____

[] (ii) paid in cash following the sale of the property levied upon; or

(b) claim the following exemption (specify property and basis of exemption): _____

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) My \$300.00 statutory exemption: [] in cash; [] in kind (specify property)

(b) Social Security benefits on deposit in the amount of \$ _____

(c) Other (specify amount and basis of exemption): _____

I request a prompt Court hearing to determine the exemption.

Notice of the hearing should be given to me at: (include address and telephone): _____

I verify that the statements made in this Claim for Exemption are true and correct. 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.

DATE: _____ Defendant: _____

**THIS CLAIM TO BE FILED WITH THE
OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY:**

Sheriff of Clearfield County
1 N. 2ND ST., STE. 116
Clearfield, PA 16830
814/765-2641

Note: Under paragraphs (1) and (2) of the writ, a description of specific property to be levied upon or attached may be set forth in the writ or included in a separate direction to the sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided. Under paragraph (3) of the writ, the sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a).

(b) Each court shall by local rule designate the officer, organization or person to be named in the notice.

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

EXHIBIT "A"

**The Law Offices of Frederic I. Weinberg
& Associates, P.C.**

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Conshohocken, PA 19428
484/351-0500

CREDIGY RECEIVABLES INC.
511 Rhett Street
Greenville, SC 29601

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 04-1354-CD

LARRY KEMP
PO BOX 282
SMITHMILL PA 16680
and
CNB Bank
1231 S. Second Street
Clearfield, PA 16830
GARNISHEE

INTERROGATORIES IN ATTACHMENT

TO: CNB Bank - GARNISHEE

You are required to file answers to the following Interrogatories within twenty (20) days after service upon you. Failure to do so my result in judgment against you.

1. At the time you were served or at any subsequent time did you owe the defendant(s) any money or were you liable to the defendant on any negotiable or other written instrument, or did the defendant claim that you owed the defendant any money or were liable to the defendant for any reason?
2. At the time you were served or at any subsequent time was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.
3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or in part by the defendant or in which defendant held or claimed any interest.
4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant(s) had an interest?
5. At any time before or after you were served did the defendant(s) transfer or deliver any property to you or to any person or place pursuant to your direction or consent and if so what was the consideration therefore?

6. At any time after you were served did you pay, transfer or deliver any money or property to the defendant(s) or to any person or place pursuant to his(her, their) direction or otherwise discharge any claim of the defendant(s) against you?
7. If you are a bank or other financial institution, at the time you were served or at any subsequent time, did the defendant(s) have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption, the amount of funds in each account, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.
8. If you are a bank or other financial institution, at the time you were served or any subsequent time did the defendant(s) have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. §8123? If so, identify each account.
9. How much is the value of any property in your possession belonging to the defendant(s)?


FREDERIC I. WEINBERG, ESQUIRE
JOEL M. FLINK, ESQUIRE
Attorney for Plaintiff

DATED: *7/28/15*

**The Law Offices of Frederic I. Weinberg
& Associates, P.C.**

BY: Frederic I. Weinberg, Esquire
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Joel M. Flink, Esquire
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Conshohocken, PA 19428
484/351-0500

CREDIGY RECEIVABLES INC.
511 Rhett Street
Greenville, SC 29601

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 04-1354-CD

LARRY KEMP
PO BOX 282
SMITHMILL PA 16680
and
CNB Bank
1231 S. Second Street
Clearfield, PA 16830
GARNISHEE

Commonwealth of Pennsylvania)
County of CLEARFIELD)

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against:

LARRY KEMP
defendant(s)

(1) You are directed to levy upon the property of the defendant(s) and to sell defendant's('s) interest therein:

NO LEVY OTHER THAN BANK ACCOUNT

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of

CNB Bank
1231 S. Second Street
Clearfield, PA 16830- **GARNISHEE - SERVE ONLY**

(specifically describe property)

and to notify the garnishee(s) that

(a) an attachment has been issued:

(b) **except as provided in paragraph (c)** the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

(c) The attachment shall not include any funds in an account of the defendant with a bank or other financial institution

(i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law or (i) the first \$10,000.00 of each account of the defendant with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

(ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000.00 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

(iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. §8123.

(3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify (him) such other person that he or she has been added as a garnishee and is enjoined as above stated.

Amount Due	\$10,726.59
Interest from September 12, 2006	\$5,631.90
Costs	
Prothonotary fee	\$20.00 125.00
Sheriff fee	\$200.00
Less: Payments on Account	<u>\$.00</u>
TOTAL	\$16,578.49

Prothonotary

BY: *BkS*

DATE: _____

**The Law Offices of Frederic I. Weinberg
& Associates, P.C.**

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CREDIGY RECEIVABLES INC.
511 Rhett Street
Greenville, SC 29601

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 04-1354-CD

LARRY KEMP
PO BOX 282
SMITHMILL PA 16680
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CNB Bank
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Clearfield, PA 16830
GARNISHEE

WRIT OF EXECUTION

Amount Due	\$10,726.59
Interest from September 12, 2006	\$5,631.90
Costs	
Prothonotary fee	\$20.00
Sheriff fee	\$200.00
Less: Payments on Account	<u>\$.00</u>
TOTAL	\$16,578.49

FREDERIC I. WEINBERG, ESQUIRE &
JOEL M. FLINK, ESQUIRE
375 E. Elm Street, Suite 210
Conshohocken, PA 19428
484/351-0500



Status Report
Pursuant to Servicemembers Civil Relief Act

Last Name: KEMP

First Name: LARRY

Middle Name:

Active Duty Status As Of: Jun-12-2015

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

File #

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: C8R83824L148740

SHERIFF'S OFFICE OF CLEARFIELD COUNTY

Wesley B Thurston
Sheriff

Gary A Knaresboro
Solicitor

Michael Churner
Chief Deputy



Cynthia Butler-Aughenbaugh
Office Manager

CREDIGY RECEIVABLES INC.
vs.
LARRY KEMP

Case Number
2004-1354-CD

SHERIFF'S RETURN OF SERVICE

07/02/2015 SHERIFF WESLEY B THURSTON, BEING DULY SWORN ACCORDING TO LAW, DEPOSES AND SAYS, THAT THE PRAECIPE, WRIT NOTICE, CLAIM FOR EXEMPTION, INTERROGATORIE, WRIT & STATUS REPORT WAS SERVED UPON LARRY KEMP AT P.O. BOX 282, SMITHMILL, PA 16680 BY U.S. REGULAR MAIL.

07/02/2015 09:00 AM - DEPUTY JEFF RHONE, BEING DULY SWORN ACCORDING TO LAW, DEPOSES AND SAYS, THAT THE REQUESTED PRAECIPE, WRIT NOTICE, CLAIM FOR EXEMPTION, INTERROGATORIES, WRIT & STATUS REPORT WAS SERVED BY "PERSONALLY" HANDING TRUE AND ATTESTED COPIES TO A PERSON REPRESENTING THEMSELVES TO BE JO MAINES-LOWMAN, CUSTOMER RELATIONS, WHO ACCEPTED AS "ADULT PERSON IN CHARGE" FOR THE WITHIN NAMED GARNISHEE, CNB BANK, GARNISHEE, AT 31 SOUTH SECOND STREET, CLEARFIELD, PA 16830 AND ATTACHED AS DIRECTED.

SHERIFF COST: \$46.00

SO ANSWERS,

Wesley B. Thurston

July 02, 2015

WESLEY B THURSTON, SHERIFF

COSTS

DATE	CATEGORY	MEMO	CHK #	DEBIT	CREDIT
07/01/2015	Advance Fee	Advance Fee	203298	\$0.00	\$200.00
07/01/2015	RDR			\$9.00	\$0.00
07/02/2015	Service			\$9.00	\$0.00
07/02/2015	Service (Additional Defendant)			\$6.00	\$0.00
07/02/2015	Surcharge			\$20.00	\$0.00
07/02/2015	Mileage			\$2.00	\$0.00
07/02/2015	Refund			\$154.00	\$0.00
				\$200.00	\$200.00
			BALANCE:		\$0.00

FILED

JUL 07 2015
6/03 31 BNT
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

(KK)

NOCC

S

FREDERIC I. WEINBERG & ASSOCIATES, P.C., Plaintiff Attorney

(c) CountySuite Sheriff, Telesoft, Inc.

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

GARNISHEE CNB BANK'S CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for CNB Bank, in the above-captioned matter, hereby certify that I served the Answers to Interrogatories filed in this matter on the Attorney for the Plaintiff by U. S. First Class Mail and a true and correct copy of the Answers to Interrogatories on the Defendant by U.S. Certified Mail as follows:

U. S. FIRST CLASS MAIL
Frederic I. Weinberg, Esquire
Joel M. Flink, Esquire
Frederic I. Weinberg & Associates, P.C.
375 E. Elm Street, Suite 210
Conshohocken, PA 19428

**CERTIFIED MAIL &
FIRST CLASS MAIL**
Larry T. Kemp
2180 Viola Pike
Smithmill, PA 16680-0282

Respectfully submitted,

Date: 7/10/15



Peter F. Smith, Esquire
Attorney for the Garnishee
P.O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

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

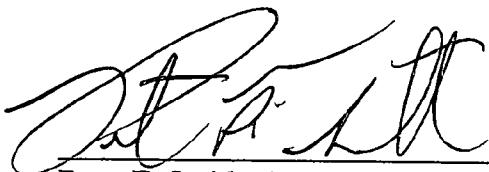
CREDIGY RECEIVABLES INC., : NO: 04-1354-CD
Plaintiff :
vs :
: LARRY KEMP, :
Defendant :
: and :
: CNB BANK, :
Garnishee(s) :

CNB'S ANSWERS TO INTERROGATORIES

COMES NOW, CNB Bank, by its attorney, Peter F. Smith, who answers the Interrogatories to the Garnishee as follows:

1. Defendant maintains Checking Account Number 6266688. The balance in this account at the time the writ was served on CNB Bank and before deduction of CNB's contractual fee of \$160 for responding to this garnishment is \$694.30.
2. No.
3. No.
4. No.
5. No.
6. No.
7. Yes. This account receives direct deposits from the Social Security Administration/US Treasury of Social Security benefits electronically on a recurring basis. These benefits are exempt under Federal Law.
8. Yes, Defendant is entitled to his statutory exemption in the amount of \$300.
9. See answer one.

Date: 7/7/15



Peter F. Smith, Attorney for CNB Bank
30 S. 2nd St., P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

VERIFICATION

I verify that the statements made in these Answers to Interrogatories are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

CNB Bank

Date: 7/7/15

By: Megan R. Palmer
Megan R. Palmer
Deposit Operations

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

CREDIGY RECEIVABLES, INC.

Plaintiff

*
* No. 04-1354-CD

vs.

LARRY KEMP,

Defendant

*
*
*
*
*
*

and

CNB BANK,

Garnishee(s)

*
*
*
*
*
*

* Type of Pleading: Praeclipe for Entry of
* Appearance

*
*
*

* Filed on behalf of: Larry Kemp, Defendant

*

* ATTORNEY OF RECORD FOR Larry

* Kemp, Defendant:

* David C. Mason, Esquire

* I.D. No. 39180

* Attorney at Law

* P. O. Box 28

* Philipsburg, PA 16866

* Ph: (814) 342-2240

* Fax: (814) 342-5318

FILED

S JUL 16 2015
M/1126/BNF
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
1 CCA MASON

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

CREDIGY RECEIVABLES, INC.	*
Plaintiff	* No. 04-1354-CD
vs.	*
LARRY KEMP,	*
Defendant	*
and	*
CNB BANK,	*
Garnishee(s)	*

PRAECIPE FOR ENTRY OF APPEARANCE

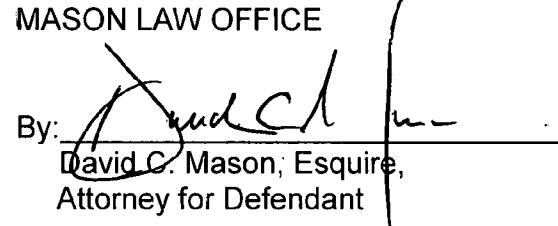
TO THE PROTHONOTARY OF SAID COURT:

Kindly enter my appearance on behalf of Defendant, Larry Kemp.

DATED: 7/14/2015

MASON LAW OFFICE

By:


David C. Mason, Esquire,
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

CREDIGY RECEIVABLES, INC.	*
Plaintiff	* No. 04-1354-CD
vs.	*
LARRY KEMP,	*
Defendant	*
and	*
CNB BANK,	*
Garnishee(s)	*

CERTIFICATE OF SERVICE

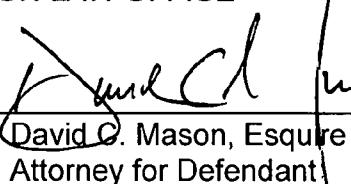
I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of the PRAECIPE FOR ENTRY OF APPEARANCE filed on behalf of the Defendant in the above captioned matter, by depositing the same in the United States Mail, first class, postage prepaid, and addressed as follows:

Frederic I. Weinberg, Esquire	Peter F. Smith, Esquire
Joel M. Flink, Esquire	P.O. Box 130
Frederic I. Weinberg & Assoc. P.C.	30 South Second Street
375 E. Elms Street, Suite 210	Clearfield, PA 16830
Conshohocken, PA 19428	

DATED: 7/14/2015

MASON LAW OFFICE

By:



David C. Mason, Esquire
Attorney for Defendant

2198726

(26)

**The Law Offices of Frederic I Weinberg
& Associates, P.C.**

BY: Frederic I. Weinberg, Esquire
Identification No.: 41360
Joel M. Flink, Esquire
Identification No.: 41200
375 E. Elm Street, Suite 210
Conshohocken, PA 19428
484/351-0500

FILED
M/138/BIS
5 JUL 20 2015
200 16 AM, Weinberg,
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

CREDIGY RECEIVABLES INC.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO. : 04-1354-CD

LARRY KEMP

and

CNB Bank
Garnishee

PRAECIPE TO DISSOLVE ATTACHMENT

TO THE PROTHONOTARY:

Kindly dissolve the attachment against CNB Bank, as
Garnishee in the above entitled matter.

The Law Offices of Frederic I. Weinberg
& Associates, P.C.

BY: 

Frederic I. Weinberg, Esquire
Joel M. Flink, Esquire
Attorney for Plaintiff

P011

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

CREDIGY RECEIVABLES, INC.

Plaintiff

*

* No. 04-1354-CD

*

vs.

LARRY KEMP,

Defendant

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LJ BM

3CC Atty
Mason

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AUG 24 2015

0112-05/LJ

DAVID C. MASON
RICKMAN, MASON & CO., LTD.

* Type of Pleading: Petition To Strike
* Judgment

* Filed on behalf of: Larry Kemp, Defendant

* ATTORNEY OF RECORD FOR Larry Kemp,

* Defendant:

* David C. Mason, Esquire

* I.D. No. 39180

* Attorney at Law

* P. O. Box 28

* Philipsburg, PA 16866

* Ph: (814) 342-2240

* Fax: (814) 342-5318

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

CREDIGY RECEIVABLES, INC.	*
Plaintiff	* No. 04-1354-CD
vs.	*
LARRY KEMP,	*
Defendant	*
	*
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	*

PETITION TO STRIKE JUDGMENT

AND NOW comes, the Petitioner, **LARRY KEMP**, the above-named Defendant, by and through his attorney, DAVID C. MASON, ESQUIRE, who files the following Petition to Strike Judgment and in support thereof avers as follows:

1. Petitioner is Larry Kemp, an adult individual, currently of 2180 Viola Pike, P.O. Box 282, Smithmill, PA 16680, (hereafter "Defendant") who, in a Complaint filed in this matter in 2004, was named a Defendant in a matter purporting to involve a collection matter in which the Defendant was the defaulting obligor.
2. Respondent is Credigy Receivables, Inc., which, upon information and belief, is or was a corporation organized and existing under and by virtue of the laws of the State of Nevada, with an office or place of business at 9494 Drew Court, Las Vegas, NV 89117, (hereafter "Plaintiff") which initiated the instant action.
3. The record appears to reflect that the Plaintiff caused a Complaint to be served

upon Defendant, alleging, inter alia, that Defendant was a credit card holder with "First Select, Inc.". No copy of a card holder agreement, statement, transaction summary, or any other indicia of a debt from Defendant to First Select, Inc., was attached. Pa. R. C. P. No. 1019 (i).

4. Plaintiff's Complaint also alleged that it had acquired the account of Defendant from First Select, Inc., by a purchase of the accounts, and attached a document which purports to be a "Bill of Sale", which document fails to mention Defendant, his alleged account, or even identify the Defendant's alleged account with First Select, Inc. Pa. R. C. P. No. 1019 (i).

5. None of the necessary documents to establish Plaintiff's right to relief are attached to the Complaint as required by the Pennsylvania Rules of Civil Procedure, No. 1019 (i), which reads as follows:

Rule 1019. Contents of Pleadings. General and Specific Averments.

"(i) When any claim or defense is based upon a writing, the pleader shall attach a copy of the writing, or the material part thereof, but if the writing or copy is not accessible to the pleader, it is sufficient so to state, together with the reason, and to set forth the substance in writing."

6. Plaintiff is wholly unknown to the Defendant, and nothing attached to the Plaintiff's Complaint identifies the Defendant as being indebted to the Plaintiff.

7. Plaintiff's Complaint contained an incorrect and inadequate "Notice to Defend", pursuant to the Pennsylvania Rules of Civil Procedure, No. 1018.1, and the 46 J.D.R.C.P. No. 1018.1.

8. The Pennsylvania Rules of Civil Procedure provide the language for the Notice to Defend, and the Clearfield County local rules provide the proper name of the officer, the postal mailing address, and telephone number for contact information, which, in 2004,

was as follows:

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield PA 16830
(814) 765 – 2641 Ext. 50-51

9. The Complaint filed by the Plaintiff in this matter led one to a wholly insufficient, improper, and incorrect officer, title, office and telephone number.

10. The failure to properly identify the name, telephone number and address of the office for the provision of free legal assistance, particularly under these circumstances (credit card debt where the Defendant is likely to be impoverished), and without written evidence as required by the Rules of Civil Procedure is tantamount to the filing and service of a Complaint with no Notice to Defend at all.

11. Pa. R. C. P. No. authorizes the Prothonotary to enter a judgment of default upon the praecipe of the Plaintiff where the Defendant fails "to plead within a required time to a complaint **which contains a notice to defend.**"

12. Despite this clear rule the record reveals that the Prothonotary entered a default judgment against Defendant even though Plaintiff's Complaint did not contain a proper notice to defend.

13. The Plaintiff's failure to include the in the notice to defend the correct name, telephone number and address of the office for the provision of free legal assistance as required by the rules of civil procedure constitutes a facial defect of record and renders the default judgment void due to the Prothonotary's lack of authority to enter it. Clymire v. McKivitz, 350 Pa. Super. 472, 504 A.2d 937 (Pa. Super. 1986) (finding the entry of a default judgment facially defective where the defendant failed to respond to a complaint

which did not contain a notice to defend); Gerber v. Emes, 354 Pa. Super. 75, 511 A.2d 193, 198 (Pa. Super. 1986) (same).

14. A default judgment entered against a Defendant where there has not been strict compliance with the rules of civil procedure is void. Franklin Interiors, Inc. v. Browns Lane, Inc., 227 Pa. Super. 252, 323 A.2d 226, 228, 319 A.2d 682 (Pa. Super. 1974).

15. The failure to endorse a pleading with the *proper* notice relieves the opposite party of the obligation to file a responsive pleading and precludes the entry of default judgment. Lewandowski v. Crawford, 208 Pa. Super. 365, 222 A.2d 601, 601 (Pa. Super. 1966) (*en banc*).

16. The "Prothonotary acts in a ministerial and not a judicial capacity, and a judgment entered by [the Prothonotary] upon default or admission, except as provided by [the Rules of Civil Procedure] is a nullity without legal effect". Phillips v. Evans, 164 Pa. Super. 410, 65 A.2d 423, 424 (Pa. Super. 1949).

17. Defendant, Petitioner herein, believes and therefore avers that the improper entry by the Prothonotary of the aforementioned default judgment denied him valuable property rights without due process of law.

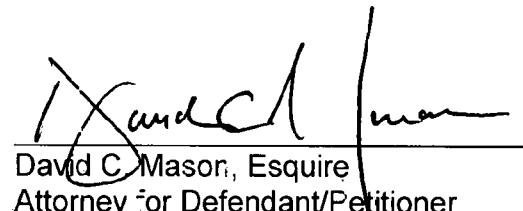
18. The lack of a proper Notice to Defend implicates the rights of the Defendant to due process of law, and his failure to file a written response to the Complaint has been impeded and frustrated by the provision by Plaintiff of an improper name, telephone number and address of the office for the provision of free legal assistance.

19. The entry of this judgment should be stricken and the Defendant be permitted to enter a defense to Plaintiff's Complaint once it has been served properly endorsed with

an appropriate Notice to Defend.

WHEREFORE, Petitioner prays your Honorable Court for the issuance of a Rule to Show Cause, directed to the Plaintiff Credigy Rece.vab.es, Inc., Co., to appear and show cause why judgment by default entered on September 12, 2006, should not be stricken, and the Plaintiff be directed to file and serve a Complaint endorsed with a proper Notice to Defend, or suffer a judgment of Non Pros.

Respectfully submitted,



David C. Mason, Esquire
Attorney for Defendant/Petitioner

VERIFICATION

I hereby verify that the statements set forth in the foregoing PETITION are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

DATED: August 21, 2015

By: Larry T. Kemp

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

CREDIGY RECEIVABLES, INC.

Plaintiff

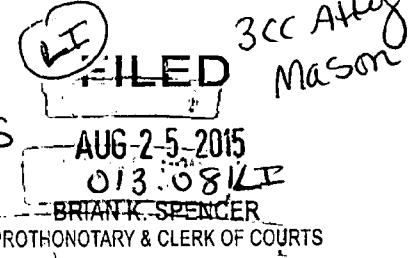
* No. 04-1354-CD

vs.

LARRY KEMP,

Defendant

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ORDER

NOW, this 24 day of August, 2015,
upon consideration of the foregoing Petition, it is hereby ordered that:

(1) a rule is issued upon the Respondent to show cause why the Petitioner is not entitled to the relief requested;

(2) the Respondent shall file an answer to the petition within 20 days of this date;

(3) the petition shall be decided under Pa. R.C.P. No. 206.7;

(4) depositions shall be completed within _____ days of this date;
1st Hearing

(5) ~~argument~~ shall be held on September 28, 2015,
in Courtroom 1, at 1:30 PM, of the Clearfield County Courthouse, Clearfield, PA;
and

(6) notice of the entry of this Order shall be provided to all parties by the Petitioner.

NOTICE

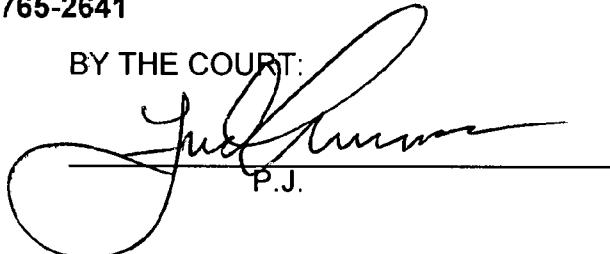
A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING

PAGES, YOU MUST FILE A WRITTEN RESPONSE ON OR BEFORE _____, 2015, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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.

Court Administrator
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830
(814) 765-2641

BY THE COURT:



P.J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

CREDIGY RECEIVABLES, INC.

Plaintiff

*
* No. 04-1354-CD

vs.

LARRY KEMP,

Defendant

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BB
FILED
11/8/15
AUG 26 2015
Lee M. Mason
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

* Type of Pleading: Certificate of Service

*
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*
*

* Filed on behalf of: Larry Kemp, Defendant

*
* ATTORNEY OF RECORD FOR Larry Kemp,
* Defendant:
* David C. Mason, Esquire
* I.D. No. 39180
* Attorney at Law
* P. O. Box 28
* Philipsburg, PA 16866
* Ph: (814) 342-2240
* Fax: (814) 342-5318

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

CREDIGY RECEIVABLES, INC.	*
Plaintiff	* No. 04-1354-CD
vs.	*
LARRY KEMP,	*
Defendant	*
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CERTIFICATE OF SERVICE

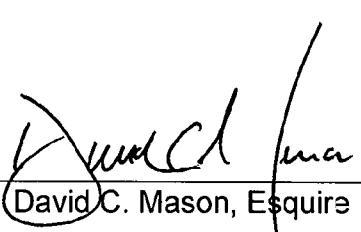
I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of Petition to Strike Judgment filed on behalf of Larry Kemp, in the above captioned matter, by placing the same in the United States mail, postage prepaid and addressed as follows:

Frederic I. Weinberg, Esquire
Frederic I. Weinberg & Associates, P.C.
375 E. Elm Street, Suite 210
Conshohocken, PA 19428

MASON LAW OFFICE

DATE: *August 24, 2015*

BY:


David C. Mason, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

CREDIGY RECEIVABLES, INC.

Plaintiff

*

* No. 04-1354-CD

*

vs.

*

*

LARRY KEMP,

Defendant

*

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*

* Type of Pleading: Certificate of Service

*

*

*

*

* Filed on behalf of: Larry Kemp, Defendant

*

* ATTORNEY OF RECORD FOR Larry

* Kemp, Defendant:

* David C. Mason, Esquire

* I.D. No. 39180

* Attorney at Law

* P. O. Box 28

* Philipsburg, PA 16866

* Ph: (814) 342-2240

* Fax: (814) 342-5318

W
FILED *No. 1*

AUG 31 2015
M/ 8:50/11
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL DIVISION

CREDIGY RECEIVABLES, INC.	*
Plaintiff	* No. 04-1354-CD
	*
vs.	*
	*
LARRY KEMP,	*
Defendant	*
	*

CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of a PETITION TO STRIKE JUDGMENT, together with a certified copy of an ORDER setting a hearing date for September 28, 2015, at 1:30 p.m., in the above captioned action, by depositing the same in the United States Mail, first class, postage prepaid, and addressed as follows:

Frederic I. Weinberg, Esquire
Frederic I. Weinberg & Assoc. P.C.
375 E. Elms Street, Suite 210
Conshohocken, PA 19428

DATED: *August 27th 2015*

MASON LAW OFFICE

By:

David C. Mason
David C. Mason, Esquire
Attorney for Defendant

FILED

BNT

LAW OFFICES OF FREDERIC I. WEINBERG & ASSOCIATES
BY: JOEL M. FLINK, ESQUIRE
BY: FREDERIC I. WEINBERG, ESQUIRE
Attorney I.D. No. 41200/41360
375 E. Elm Street, Suite 210
Conshohocken, PA 19428
(484) 351-0500
Fax (484) 351-0501

SEP 11 2015
M/BS2/BWT
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
1catty Flink

S
Attorneys for Plaintiff

Credigy Receivables, Inc.	:	CLEARFIELD COUNTY
	:	COURT OF COMMON PLEAS
Plaintiff	:	
v.	:	
Larry Kemp	:	NO. 04-1354-CD
Defendant	:	

**ANSWER OF PLAINTIFF TO DEFENDANT'S
PETITION TO OPEN/STRIKE DEFAULT JUDGMENT**

Plaintiff, by and through its undersigned attorneys, do hereby respond to the Defendant's Petition to Open Default Judgment as follows:

1. Admitted.
2. Admitted.
3. Admitted in part. Denied in part. Admitted with respect to service. Denied in that the Complaint is a document that speaks for itself.
4. Admitted in part. Denied in part. Admitted as to the acquisition of the account. Denied as the Bill of Sale is a document that speaks for itself.
5. Denied. Denied as a conclusion of law to which no response is required.
6. Denied. After reasonable investigation, Plaintiff is without sufficient knowledge or information to know what was known to the Defendant.
7. Denied. Denied as a conclusion of law to which no response is required.

8. Denied. Denied as a conclusion of law to which no response is required. Further denied in that the rules speak for themselves.

9. Denied. The information provided, while not the office set out in the rules, was a legitimate legal aid office and, it is averred upon information and belief, would have referred the Defendant to the proper legal aid office.

10. Denied. Denied as a conclusion of law and assuming facts not in evidence. Further denied as a conclusion of law to which no response is required.

11. Denied. No rule is actually cited herein. Further denied as a conclusion of law to which no response is required. The rules speak for themselves.

12. Denied. Denied that the Notice to Defend was not "proper".

13. Denied. Denied as a conclusion of law to which no response is required. Further denied in that the case cited by Defendant involves a pleading that had no notice to defend. That is clearly distinguishable from the instant matter.

14. Denied. Denied as a conclusion of law to which no response is required. The case cited involves the authorization of the Prothonotary to enter judgment when there has been non-compliance with the rules. Plaintiff avers, upon information and belief, that there has been substantial compliance.

15. Denied. Denied as a conclusion of law to which no response is required. Further denied in that the case cited by Defendant involves a pleading that had no notice to plead. That is clearly distinguishable from the instant matter. In fact the commentary to Rule 1018.1 states in part "The Rule does not require a plaintiff to investigate the local practice of every county in which service might possibly be made, nor to add the names of the legal aid agencies selected by the local court in each of these counties." This

means that while the prospect of legal aid is important, the naming of the proper legal aid agency is not fatal.

16. Denied. Denied as a conclusion of law to which no response is required. The case cited involves the authorization of the Prothonotary to enter judgment when there has been non-compliance with the rules. Plaintiff avers, upon information and belief, that there has been substantial compliance.

17. Denied. Denied that the Prothonotary acted improperly or without authority in the instant matter. Further denied as a conclusion of law to which no response is required.

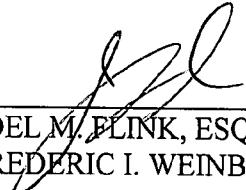
18. Denied. Denied as a conclusion of law to which no response is required.

19. Denied. Denied as a conclusion of law to which no response is required and for all of the reasons set out above.

WHEREFORE, Plaintiff requests this Honorable Court deny the Defendant's Petition to Open/Strike Default Judgment.

LAW OFFICES OF FREDERIC I.
WEINBERG & ASSOCIATES, P.C.

Date: 9-8-15

BY: 
JOEL M. FLINK, ESQUIRE
FREDERIC I. WEINBERG, ESQUIRE

VERIFICATION

Understanding that false statements herein made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities, I verify that I am an authorized representative of plaintiff, and that the facts set forth above are true and correct to the best of my knowledge, information and belief.

A handwritten signature in black ink, appearing to read "J. J. J." or a similar variation, is placed over a horizontal line.

LAW OFFICES OF FREDERIC I. WEINBERG & ASSOCIATES
BY: JOEL M. FLINK, ESQUIRE
BY: FREDERIC I. WEINBERG, ESQUIRE
Attorney I.D. No. 41200/41360
375 E. Elm Street, Suite 210
Conshohocken, PA 19428
(484) 351-0500
Fax (484) 351-0501

Attorneys for Plaintiff

Credigy Receivables, Inc.	:	CLEARFIELD COUNTY
	:	COURT OF COMMON PLEAS
Plaintiff	:	
v.	:	
Larry Kemp	:	NO. 04-1354-CD
	:	
Defendant	:	

**MEMORANDUM OF LAW IN OPPOSITION TO DEFENDANT'S
PETITION TO OPEN/STRIKE DEFAULT JUDGMENT**

I. SCOPE OF REVIEW

A. Petition to Strike Judgment

A petition to strike judgment is in the nature of a demurrer directed to defects in the record and, if the record is self-sustaining, the judgment cannot be stricken. National Recovery Systems v. Monaghan, 469 A.2d 244 (Pa.Super. 1983). A petition to strike must also be filed with reasonable promptness under the circumstances. Myers v. Mooney Aircraft, Inc., 429 Pa. 177, 240 A.2d 505(1967).

Comyn v. Southeastern Pennsylvania Transp. Authority, 141 Pa.Cmwth. 53, 62, 594 A.2d 857, 862 (1991) recapitulates the requirements for a petition to strike a judgment as follows:

A petition to strike a judgment is a common law proceeding, *Ham borsky v. Ma~ar Presbyterian Church*, 78 Pa.Super. 519, 522 (1922), and operates as a demurrer to the record, *Advance Building Services Co. v. F & M*

Schaefer Brewing Co., 252 Pa.Super. 579, 582 n. 3, 384 A.2d 931, 932 n. 3 (1978), *citing, Master Homecraft Co. v. Zimmerman*, 208 Pa.Super. 401, 222 A.2d 440 (1966). Thus, a petition to strike a judgment will not be granted unless a fatal defect in the judgment appears on the face of the record. Matters dehors the record will not be considered, and if the record is self-sustaining, the judgment will not be stricken. *Cameron v. Great Atlantic and Pac~/ic Tea Co.*, 439 Pa. 374, 266 A.2d 715 (1970); *Linett v. Linett*, 434 Pa. 441, 254 A.2d 7 (1969); *Liquid Carbonic Corp. v. Cooper & Reese, Inc.*, [272] Pa.Super. [462], 416 A.2d 549 (1979); *Advance Bldg. Services Co. v. F. & M Schaefer Brewing Co.*, *supra*; *Metropolitan Federal Savings & Loan Ass'n of Eastern Pennsylvania v. Bailey*, 244 Pa.Super. 452, 368 A.2d 808 (1976); *Policino v. Ehrlich*, 236 Pa.Super. 19, 345 A.2d 224 (1975).

B. Petition to Open Judgment

To prevail on a petition to open a default judgment, a party: (1) must act promptly; (2) plead a sufficient excuse for default; and (3) aver a meritorious defense.

Corn. ex rel. Schwarz v. Schwarz, 380 A.2d 1299 (Pa.Super. 1977).

II. PETITION TO STRIKE

The Defendant has failed to establish any defect in the record. The cases cited by the Defendant are all distinguishable in that they concern matters in which there is no notice to plead or defend. In the instant matter, there was an error in the legal services office information provided. However, there was information of a legal aid office provided. The commentary to Rule 1018.1 states in part "The Rule does not require a plaintiff to investigate the local practice of every county in which service might possibly be made, nor to add the names of the legal aid agencies selected by the local court in each of these counties." This means that while the prospect of legal aid is important, the naming of the proper legal aid agency is not fatal. The Defendant has asserted no actual

prejudice on this nine (9) year old judgment. Without a substantive defect the judgment cannot be stricken.

III. PETITION TO OPEN

A. No Reasonable Excuse For Not Filing An Answer.

The Defendant has failed all three prongs of the test to open this judgment. Most notably, the Defendant has failed to posit a reasonable excuse for her failure to file an Answer to the Complaint. The Complaint was properly served with the Complaint with a properly endorsed Notice to Plead, was served with a 10 Day Notice and notice of judgment. The fact that the Defendant was acting *pro se* is no excuse for non-compliance with the rules. The law as espoused by the United States Supreme Court and the Pennsylvania courts is crystal clear that a *pro se* party is to be afforded no special treatment. In Green v. Harmony House North 15th Street Housing Association, Inc., 684 A.2d 1112, 1114, 1115 (Pa.Cmwlth. 1996) the court examined this very issue as follows:

The fact that Green decided to be her own lawyer does not excuse her from failing to follow the rules of civil and/or appellate procedure. "The right of self-representation is not a license ... not to comply with relevant rules of procedure and substantive law." *Faretta v. California*, 422 U.S. 806, 834 n. 46, 95 S.Ct. 2525, 2541 n. 46, 45 L.Ed.2d 562 (1975). Our Supreme Court in *Peters Creek Sanitary Authority v. Welch*, 545 Pa. 309, 681 A.2d 167, 170 (1996) n. 5, again enunciated its position as to *pro se* litigants citing *Vann v. Unemployment Compensation Board of Review*, 508 Pa. 139, 494 A.2d 1081 (1985) (*pro se* litigant must to some extent assume the risk that his lack of legal training will prove his undoing); *Commonwealth v. Abu-Jamal*, 521 Pa. 188, 200, 555 A.2d 846, 852 (1989) (*pro se* litigant "is subject to the same rules of procedure as is a counseled defendant"); he has no greater right to be heard than he would have if he were represented *1115 by an attorney" and finally, *Jones v. Rudenstein*, 401 Pa.Superior Ct. 400, 585 A.2d 520 *appeal denied*, 529 Pa.

634, 600 A.2d 954 (1991)(*pro se* litigant not absolved of complying with procedural rules).

There is no indication that an extension of time was ever requested. The Notice to Defend clearly states that an answer is required. In addition, the 10 Day Notice also states that an answer must be filed. As such, there is no reasonable excuse for the failure to respond to the Complaint.

B. Timeliness.

12 Standard Pennsylvania Practice 2d, §71:74 instructs as follows:

With regard to whether moving party promptly filed its petition to open, as element to justify the opening of a default judgment, courts do not employ a bright line test, but rather focus on two factors:

- (1) the length of the delay between the discovery of the entry of the default judgment and the filing the petition to open the judgment; and
- (2) the reason or reasons for the delay.

Since a petition to open a default judgment is an appeal to the equitable discretion of the court, the court will look beyond the length of time that has expired between the entry of the default judgment and the filing of the petition to open to determine if a valid excuse exists for the lapse of time in each case. In other words, the test regarding delay is not based upon the length of the delay, but upon the excuse for the delay. Therefore, if a delay exists in filing a petition to open a default judgment, the delay must be reasonably explained or excused in order to have the judgment opened. Thus, in assessing the trial court's exercise of its equitable power to open a default judgment, the timeliness of the petition is measured in terms of the reasonableness of the explanation given for the delay, not the fact

or length of the delay itself. In fact, the crucial factor in determining whether the petition is timely is not the specific time that has elapsed, but the reasonableness of the explanation given for the delay. (footnotes omitted)

Courts have determined that delays of as little as 47 days, Two and one-half months, three months and six months in the filing of a petition to open a default judgment are *not* prompt. 12 Standard Pennsylvania Practice 2d, §71:78. Reviewing particular circumstances, courts have refused to open default judgments under the following fact patterns:

- the default judgment was entered against the defendant in June; the plaintiffs refusal in March to sign a stipulation to open the default judgment might have justified the defendant's delay in filing a petition to open until March. but it did not justify the delay from March to the defendant's filing in July.
- the defendant did not file the petition until 41 days after the default judgment was entered, and the delay was not excused by the defense counsel's attempts to informally resolve the matter by asking the opposing counsel to voluntarily open judgment, in that the petition was not filed until a month after the defense counsel was aware that the opposing counsel would not voluntarily open the judgment.
- the defendant waited over one month to file his petition to open after the dismissal of his other petitions for review of the dismissal of his preliminary objections and for a stay of the proceedings on the default judgment.
- the filing of the petition nearly six and one-half months after the entry of the judgment indicated that the defendant did not act with sufficient promptness, and there was nothing in the record or in the actions of counsel to indicate that the defendant was in any way prevented from filing its petition to open a default judgment, or in any way lulled into a posture of inaction.
- the petition to open a default judgment was filed nearly eight months after the defendant was notified of the entry

of the judgment, absent a reasonable excuse or exigent circumstances that would explain the lengthy delay, there being nothing in the record to show that the defendant's counsel was in any way prevented from filing the petition, or, as claimed by the defendant's counsel, that he or she was lulled into a posture of inaction.

- a default judgment in a trespass action was improperly opened where no petition to open was filed until seven months after the defendant became aware of the default judgment, and where the only explanation for the delay was that the defendant's counsel communicated with the plaintiffs counsel and requested a discussion on the merits of the case, but where no reply was received until about a month before the petition to open the judgment was filed, at which time the plaintiffs counsel informed the defendant that he or she would only discuss the amount of damages, plaintiffs counsel being under no duty to respond to the letter from the defendant's counsel and there being nothing in the record to indicate that the plaintiff sought to lull the defendant into inaction.
- there was a 47-day delay in filing the petition to open the judgment, that delay was a combination of a delay of the insurance company in forwarding the matter to counsel, and a delay of counsel in filing the petition.
- in an action by a Pennsylvania corporation against a nonresident corporation, a three-month delay in filing a petition to open a default judgment against the defendant nonresident corporation was untimely, where the defendant had been duly served with a notice of default and notified of the plaintiffs intent to execute on the judgment, and the delay was explained only by a letter from the defendant's out-of-state counsel to his in-state counsel stating that the mistakes made in handling the case resulted from counsel's confusion in record keeping, change of personnel, and faulty memory, and by a letter to the defendant telling him or her "...not to worry because when [the] judgment was transferred he or she could have it opened in [the transferee state]."
- the defendant's counsel was given notice of the entry of the judgment and waited eight months to file the petition to open, failed to submit himself or his client to depositions, and displayed other inexcusable delays in the defense of his client's cause.
- the defendant: (1) was advised of the entry of the default judgment within a day or two of its entry; (2) did not petition to open it until about eight months later, after the matter had been twice listed for trial on the question of damages; and (3) excused the delay by asserting inadequate financial resources to employ counsel.

there was no justifiable explanation as to the appellee's failure to answer or otherwise plead, and thus the petition to open, filed 88 days after entry of the default judgment, was not promptly filed; the insured did not act in a manner that would enable it to justifiably rely upon legal representation by its insurance company. (footnotes omitted)

Having failed to set out any reasonable basis on its face for the protracted delay of more than eight years in filing, the petition to open the judgment should be denied.

C. No Meritorious Defense.

The defendant has failed to set forth a single actual defense to the underlying claim and has failed to propose an Answer to the Complaint.

IV. CONCLUSION

For all of the reasons set out above, the Defendant's petition should be denied.

LAW OFFICES OF FREDERIC I. WEINBERG & ASSOCIATES

By: _____

JOEL M. FLINK, ESQUIRE
FREDERIC I. WEINBERG, ESQUIRE

Dated: 9-8-15

LAW OFFICES OF FREDERIC I. WEINBERG & ASSOCIATES

BY: JOEL M. FLINK, ESQUIRE

BY: FREDERIC I. WEINBERG, ESQUIRE

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Attorneys for Plaintiff

Credigy Receivables, Inc.

: **CLEARFIELD COUNTY**
COURT OF COMMON PLEAS

Plaintiff

v.

:

:

Larry Kemp

: **NO. 04-1354-CD**

:

Defendant

CERTIFICATE OF SERVICE

Pursuant to penalties of 18 Pa. C.S.A. Section 4904, the undersigned verifies that the Plaintiff's Answers to Defendant's Petition to Open or Strike Default Judgment and Memorandum of Law in Opposition was served upon the below designated, this date, in the manner noted:

David C. Mason, Esquire
P.O. Box 28
Phillipsburg, PA 16866

by first class mail.

LAW OFFICES OF FREDERIC I.
WEINBERG & ASSOCIATES, P.C.

Date: 9-8-15

BY: 

JOEL M. FLINK, ESQUIRE

FREDERIC I. WEINBERG, ESQUIRE

LAW OFFICES OF FREDERIC I. WEINBERG & ASSOCIATES

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Attorneys for Plaintiff

Credigy Receivables, Inc.	:	CLEARFIELD COUNTY
	:	COURT OF COMMON PLEAS
	Plaintiff	:
v.	:	
	:	
	:	
Larry Kemp	:	NO. 04-1354-CD
	:	
	Defendant	:

ORDER

ORDERED that the Defendant's Petition is DENIED.

BY THE COURT:

J.

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

CREDIGY RECEIVABLES, INC. :
Plaintiffs, :
: v. : No. 2004-1354-CD
: :
LARRY KEMP, :
Defendants. :
:

ORDER

AND NOW, this 10th day of November, 2015 upon consideration of the Defendant's Petition to Strike Default Judgment, the Court finding no defect on the record which would render the Default Judgment void, it is the ORDER of this Court that said Petition is hereby DENIED and DISMISSED.

BY THE COURT,


FREDRIC J. AMMERMAN,

PRESIDENT JUDGE

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NOV 10 2015
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BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS
1CC Atty
Weinberg
Atty Raush,
Atty & Atty
Mason
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