

05-1684-CD
Credigy Receivables vs Alfred L.
E. L. L.

Credigy Receivables vs Alfred Franklin IV
2005-1684-CD

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

FILED pd \$85.00
7/11/09 LM ICC Skf6 +
OCT 3 1 2005 ICC Atty

William A. Shaw
Prothonotary

,	)	CLEARFIELD COUNTY
	)	COURT OF COMMONS PLEAS
	)	TRIAL DIVISION
Plaintiff,)	
vs.	)	Civil Action No.: 05-1684-CD
)	
Alfred Leroy Franklin Iv,	)	Arbitration Matter
	)	Assessment of Damages Hearing
	)	Not Required
Defendant.)	

NOTICE

To: Alfred Leroy Franklin Iv
9 Juniata St
Du Bois, PA 15801-0000

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 Lawyer Referral Service

(800)692-7375

Clearfield County Courthouse, Clearfield, PA

NOTICE PURSUANT 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
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AVISO

To: Alfred Leroy Franklin Iv
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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.

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Credigy Receivables Inc.,)	CLEARFIELD COUNTY
)	COURT OF COMMON PLEAS
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Plaintiff,)	
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COMPLAINT

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

1. That Credigy Receivables Inc., Plaintiff, is a corporation organized and existing under the laws of the State of Nevada, having its principal place of business located at 2877 Paradise Road, Suite 303, Las Vegas, Nevada 89109.
2. That Alfred Leroy Franklin Iv, Defendant, resides at 9 Juniata St, Du Bois, Pennsylvania 15801-0000 located in Clearfield County.
3. Defendant accepted an extension of credit from Discover Card (hereinafter the "Original Creditor") on a credit card Account, specifically Account Number 6011002640704870.

4. The Original Creditor thereafter assigned all rights in and to the Account to First Select, Inc. (hereinafter the “Prior Creditor”), which Account was thereafter referenced by the Prior Creditor as Account Number 4168100023608225. An exemplary copy of the Terms and Conditions issued by the Prior Creditor referencing and incorporating the Terms and Conditions governing the Account issued by the Original Creditor is attached hereto as Exhibit “A” and is incorporated herein by reference.
5. The Terms and Conditions governing the Account required Defendant to pay promptly all charges on the Account, together with all accrued interest and fees pursuant thereto.
6. In the event Defendant’s Account was referred for collection, the Terms and Conditions governing the Account provide that Defendant shall pay all reasonable costs of collection, including reasonable attorney’s fees.
7. Defendant accepted and used the credit card provided by the Original Creditor.
8. Both the Original Creditor and the Prior Creditor rendered monthly statements of charges to Defendant.
9. Both the Original Creditor and the Prior Creditor made written demand on Defendant for the balance due and owing on the Account separate and apart from their respective statements rendered to Defendant.
10. The Defendant failed and refused to pay both the Original Creditor and the Prior Creditor.
11. The Prior Creditor duly assigned and transferred to Plaintiff all of its right, title and interest in and to Account Number 4168100023608225.
12. Plaintiff became, and remains, the holder and owner of the Account now referenced as Account Number 10193398, and the successor in interest to the Terms and Conditions

relating thereto, as evidenced by the Officer's Certificate attached hereto and incorporated herein as Exhibit "B," attesting to the sale of the Account to Plaintiff.

COUNT I
(Breach of Contract)

13. The allegations contained in paragraphs 1 through 12 of the Complaint are incorporated by reference herein.
14. Plaintiff has performed all conditions precedent to be performed by Plaintiff in accordance with its obligations.
15. Defendant has not paid the outstanding amount of the credit extended to Defendant on the Account.
16. As a result of the Defendant's failure and refusal to pay the balance due on the Account, the Plaintiff is entitled to a judgment against the Defendant in the amount of \$2,663.27 as stated in the Affidavit of Account (the "Statement") attached hereto and incorporated herein as Exhibit "C," together with accruing interest, costs and fees, and reasonable attorneys' fees.

COUNT II
(Quantum Meruit or Implied Contract)

17. The allegations contained in paragraphs 1 through 16 of the Complaint are incorporated herein by reference.
18. Subject to the Terms and Conditions agreed to and accepted by Defendant for Defendant's use and benefit, the Original Creditor extended credit to the Defendant on the Account.
19. By and as a result of Defendant's acceptance and use of the credit card Account, Defendant incurred a balance on the Account.

20. Plaintiff has a reasonable expectation to be fully paid by the Defendant for the balance due and owing on the Account.
21. The Defendant incurred said balance on the Account with knowledge or reason to know that the Account Owner and any successor thereto expected to be fully paid for said balance, together with interest.
22. The Plaintiff has made demand on the Defendant to fully pay the Plaintiff the balance due on the Account.
23. The Defendant has failed to pay the balance due on the Account.
24. 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 accruing interest, fees, and costs of collection, together with the reasonable attorneys' fees incurred in connection with the collection actions necessitated by Defendant's failure to pay.

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

1. Enter a judgment in favor of the Plaintiff and against the Defendant in the amount of \$2,663.27 for breach of contract plus accrued interest;
2. In the alternative, enter a judgment in favor of the Plaintiff and against the Defendant in the amount of \$2,663.27 in *quantum meruit*, or on implied contract plus accrued interest;
3. Tax the costs of this action against the Defendant;
4. Award to the Plaintiff its reasonable attorneys' fees, costs and expenses incurred in prosecuting this action; and
5. Grant such other and further relief in favor of the Plaintiff as the Court deems just and appropriate.

Respectfully submitted this 27th day of October, 2005.

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

Of Counsel to
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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: Amanda Sandage
AFFIANT

ACCOUNT AGREEMENT

Your DISCOVER account has been transferred to First Select Corporation. Your DISCOVER account was closed at the time of this transfer and will therefore continue to be closed. This Account Agreement contains the terms that govern your First Select account (the "Account"). In this Agreement "you" and "your" mean each person who is liable for payment on the Account. "We" "our" and "us" mean First Select Corporation or its assignees. Because your Account has been transferred to us, you are now obligated to repay the Account to us instead of DISCOVER. If the Account was opened as a joint account, we may act on the instructions of any joint 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 DISCOVER 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 stat 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 DISCOVER credit card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. There are two limitations to this right: (a) you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) the purchase price must have been more than \$50. These limitations do not apply if either we or DISCOVER own or operate the merchant, or we or DISCOVER 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 4168100023608225 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: Amanda Sandag
AFFIANT

Sworn to and subscribed before me this 12 day of October, 2005.

M. Denay Maddox
NOTARY PUBLIC

MY COMMISSION EXPIRES:



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 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:

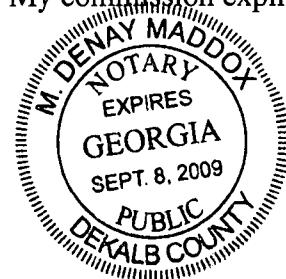
1. That Affiant is an officer for the Plaintiff in the above-styled action.
2. That the Affiant is familiar with the above-styled cause and states that Affiant has reviewed the business records of the Plaintiff kept in the normal course of business and makes this statement on personal knowledge.
3. Defendant(s) owes Plaintiff a principal sum of \$2,663.27, plus interest on account number 10193398.
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.

Amber Sandage
AFFIANT

Sworn to and subscribed before me this 12 day of October, 2005.

M. Denay Maddox
Notary Public
My commission expires:



STEWART & ASSOCIATES, P.C.

ATTORNEYS AT LAW

3950 JOHNS CREEK COURT
SUITE 100
SUWANEE, GA 30024

(T) 866.990.9968
(F) 678.684.4120

Office of the Sheriff
Clearfield County

Re: Credigy Receivables, Inc. v. Alfred Leroy Franklin Iv

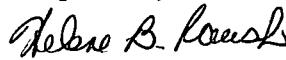
Case No.: *Not Yet Assigned*

Dear Sheriff's Office:

Please find enclosed one copy of the Summons and Complaint for the above-styled action. Please serve the Defendant at the address listed, and forward our office a copy of the return of service in the enclosed envelope.

If you have any questions, please contact this office at the above phone or fax number.

Respectfully,



STEWART & ASSOCIATES, P.C.

Enc.

Helene B. Raush
Bar No: 60140
Of Counsel to
Stewart & Associates, P.C.
P.O. Box 2629
Suwanee, GA 30024
(866) 990-9968 phone
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Credigy Receivables Inc.,) CLEARFIELD COUNTY
) COURT OF COMMONS PLEAS
) TRIAL DIVISION
)
Plaintiff,)
 vs.)
) Civil Action No.:
)
Alfred Leroy Franklin Iv)
)
)
Defendant.)

declares:

1. I am the (sheriff) (deputy sheriff) in Clearfield County, Pennsylvania.

On ____ / ____ / ____ at _____ (a.m.) (p.m.), I personally served the defendant,
Alfred Leroy Franklin Iv, with a true copy of the summons and complaint in this action at
9 Juniata St, Du Bois, PA 15801-0000

Dated: ____ / ____ / ____ at ____.

Signed

Sheriff (Deputy)

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: Alfred Leroy Franklin Iv	
PLAINTIFF'S ADDRESS: 2877 Paradise Road, Suite 303 Las Vegas, NV 89117		DEFENDANT'S ADDRESS: 9 Juniata St Du Bois, PA 15801-0000	
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 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 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 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>10/27/05</u>		SIGNATURE: <u>Helene B. Raush</u>	

STEWART & ASSOCIATES, P.C.

ATTORNEYS AT LAW

PO BOX 2629
SUWANEE, GA 30024-2629

(T) 866-990-9968
(F) 678-684-4120

Clerk of Court
Clearfield County

RE: Credigy Receivables Inc. v. Alfred Leroy Franklin Iv
Case No.: *Not Yet Assigned*

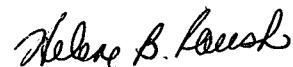
Dear Clerk of Court:

Please find enclosed one original and two copies of the Summons and Complaint for the above-styled case and the check for the filing fee. Kindly stamp and file the original, and stamp and return the other copies in the enclosed envelope.

If you have any questions, please contact me at the above phone or fax number.

Respectfully,

STEWART & ASSOCIATES, P.C.



Helene B. Raush

Enc.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket #

100957

Case #

05-1684-CD

vs.

ALFRED LEROY FRANKLIN IV

TYPE OF SERVICE NOTICE & COMPLAINT

SHERIFF RETURNS

NOW December 14, 2005 RETURNED THE WITHIN NOTICE & COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO ALFRED LEROY FRANKLIN IV, DEFENDANT. ONLY A COMPLAINT/NO SUMMONS/NO PLAINTIFF IN CAPTION

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	STEWART	107815	10.00
SHERIFF HAWKINS	STEWART	107815	14.37

FILED
019:04:30A
DEC 15 2005
WM
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

____ Day of _____ 2005

So Answers,

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

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

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

OCT 31 2005

Attest.

William L. Raush
Prothonotary/
Clerk of Courts

)	CLEARFIELD COUNTY
)	COURT OF COMMONS PLEAS
)	TRIAL DIVISION
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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.

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(678) 684-4120 fax

Credigy Receivables Inc.,)	CLEARFIELD COUNTY
)	COURT OF COMMON PLEAS
	)	TRIAL DIVISION
Plaintiff,)	
vs.	)	Civil Action No.:
)	
Alfred Leroy Franklin Iv,	)	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, is a corporation organized and existing under the laws of the State of Nevada, having its principal place of business located at 2877 Paradise Road, Suite 303, Las Vegas, Nevada 89109.
2. That Alfred Leroy Franklin Iv, Defendant, resides at 9 Juniata St, Du Bois, Pennsylvania 15801-0000 located in Clearfield County.
3. Defendant accepted an extension of credit from Discover Card (hereinafter the "Original Creditor") on a credit card Account, specifically Account Number 6011002640704870.

4. The Original Creditor thereafter assigned all rights in and to the Account to First Select, Inc. (hereinafter the "Prior Creditor"), which Account was thereafter referenced by the Prior Creditor as Account Number 4168100023608225. An exemplary copy of the Terms and Conditions issued by the Prior Creditor referencing and incorporating the Terms and Conditions governing the Account issued by the Original Creditor is attached hereto as Exhibit "A" and is incorporated herein by reference.
5. The Terms and Conditions governing the Account required Defendant to pay promptly all charges on the Account, together with all accrued interest and fees pursuant thereto.
6. In the event Defendant's Account was referred for collection, the Terms and Conditions governing the Account provide that Defendant shall pay all reasonable costs of collection, including reasonable attorney's fees.
7. Defendant accepted and used the credit card provided by the Original Creditor.
8. Both the Original Creditor and the Prior Creditor rendered monthly statements of charges to Defendant.
9. Both the Original Creditor and the Prior Creditor made written demand on Defendant for the balance due and owing on the Account separate and apart from their respective statements rendered to Defendant.
10. The Defendant failed and refused to pay both the Original Creditor and the Prior Creditor.
11. The Prior Creditor duly assigned and transferred to Plaintiff all of its right, title and interest in and to Account Number 4168100023608225.
12. Plaintiff became, and remains, the holder and owner of the Account now referenced as Account Number 10193398, and the successor in interest to the Terms and Conditions

relating thereto, as evidenced by the Officer's Certificate attached hereto and incorporated herein as Exhibit "B," attesting to the sale of the Account to Plaintiff.

COUNT I
(Breach of Contract)

13. The allegations contained in paragraphs 1 through 12 of the Complaint are incorporated by reference herein.
14. Plaintiff has performed all conditions precedent to be performed by Plaintiff in accordance with its obligations.
15. Defendant has not paid the outstanding amount of the credit extended to Defendant on the Account.
16. As a result of the Defendant's failure and refusal to pay the balance due on the Account, the Plaintiff is entitled to a judgment against the Defendant in the amount of \$2,663.27 as stated in the Affidavit of Account (the "Statement") attached hereto and incorporated herein as Exhibit "C," together with accruing interest, costs and fees, and reasonable attorneys' fees.

COUNT II
(Quantum Meruit or Implied Contract)

17. The allegations contained in paragraphs 1 through 16 of the Complaint are incorporated herein by reference.
18. Subject to the Terms and Conditions agreed to and accepted by Defendant for Defendant's use and benefit, the Original Creditor extended credit to the Defendant on the Account.
19. By and as a result of Defendant's acceptance and use of the credit card Account, Defendant incurred a balance on the Account.

20. Plaintiff has a reasonable expectation to be fully paid by the Defendant for the balance due and owing on the Account.
21. The Defendant incurred said balance on the Account with knowledge or reason to know that the Account Owner and any successor thereto expected to be fully paid for said balance, together with interest.
22. The Plaintiff has made demand on the Defendant to fully pay the Plaintiff the balance due on the Account.
23. The Defendant has failed to pay the balance due on the Account.
24. 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 accruing interest, fees, and costs of collection, together with the reasonable attorneys' fees incurred in connection with the collection actions necessitated by Defendant's failure to pay.

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

1. Enter a judgment in favor of the Plaintiff and against the Defendant in the amount of \$2,663.27 for breach of contract plus accrued interest;
2. In the alternative, enter a judgment in favor of the Plaintiff and against the Defendant in the amount of \$2,663.27 in *quantum meruit*, or on implied contract plus accrued interest;
3. Tax the costs of this action against the Defendant;
4. Award to the Plaintiff its reasonable attorneys' fees, costs and expenses incurred in prosecuting this action; and
5. Grant such other and further relief in favor of the Plaintiff as the Court deems just and appropriate.

Respectfully submitted this 27th day of Oct, 2005.

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 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.

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: Amanda Dendy
AFFIANT

EXHIBIT A**FIRST SELECT
CORPORATION****ACCOUNT AGREEMENT**

Your DISCOVER account has been transferred to First Select Corporation. Your DISCOVER account was closed at the time of this transfer and will therefore continue to be closed. This Account Agreement contains the terms that govern your First Select account (the "Account"). In this Agreement "you" and "your" mean each person who is liable for payment on the Account. "We" "our" and "us" mean First Select Corporation or its assignees. Because your Account has been transferred to us, you are now obligated to repay the Account to us instead of DISCOVER. If the Account was opened as a joint account, we may act on the instructions of any joint 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 DISCOVER 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 stat 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 DISCOVER credit card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. There are two limitations to this right: (a) you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) the purchase price must have been more than \$50. These limitations do not apply if either we or DISCOVER own or operate the merchant, or we or DISCOVER 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 4168100023608225 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: Amanda Sandage
AFFIANT

Sworn to and subscribed before me this 12 day of October, 2005.

M. Denay Maddox
NOTARY PUBLIC

MY COMMISSION EXPIRES:



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 By Joseph M. 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 \$2,663.27, plus interest on account number 10193398.
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.

Amanda Sandge
AFFIANT

Sworn to and subscribed before me this 12 day of October, 2005.

M. Denay Maddox
Notary Public
My commission expires:



IN THE OF COMMON PLEAS COURT IN AND
FOR CLEARFIELD COUNTY, PENNSYLVANIA

CREDIGY RECEIVABLES INC.,

CASE NO. 051684CD

COURT TERM: 2005-10

Plaintiff,

vs.

ALFRED LEROY FRANKLIN IV,

Defendant.

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

COMES NOW Plaintiff, CREDIGY RECEIVABLES INC., and herewith discontinues the above styled action against Defendant, ALFRED LEROY FRANKLIN IV, without prejudice and herein requests the Prothonotary to mark said case as discontinued upon the record.

On February 24, 2006

Helene B. Raush

Helene B. Raush, Esquire
PA Bar No: 60140
Attorney for Plaintiff

Helene B. Raush, Esquire
Attorney for Plaintiff
Stewart & Associates, P.C.
P.O. Box 2629
Suwanee, GA 30024
(866) 990-9968
(678) 684-4975 (fax)

FILED *cc: Cert of
m/3/34 cm disc to Atty Raush*
MAR 13 2006 CM

William A. Shaw
Prothonotary

IN THE OF COMMON PLEAS COURT IN AND
FOR CLEARFIELD COUNTY, PENNSYLVANIA

CREDIGY RECEIVABLES INC.,

CASE NO. 051684CD

COURT TERM: 2005-10/31/2005

12:00:00 AM

Plaintiff,

vs.

ALFRED LEROY FRANKLIN IV,

Defendant.

CERTIFICATE OF SERVICE

This is to certify that I have this day served the opposing party (through counsel if represented) with a copy of Praeclipe to Discontinue Without Prejudice by depositing in the United States Mail with a copy of same in a properly addressed envelope with adequate postage to:

ALFRED LEROY FRANKLIN IV
9 Juniata St
Du Bois, PA, 15801-0000

On this 9th day of March, 2006

Helene B. Raush

Helene B. Raush, Esq.
PA Bar No: 60140
Attorney for Plaintiff

Helene B. Raush, Esquire
Attorney for Plaintiff
Stewart & Associates, P.C.
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Suwanee, GA 30024
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STEWART & ASSOCIATES, P.C.
ATTORNEYS AT LAW

P.O. BOX 2629
SUWANEE, GA 30024

(866) 990-9968 - Phone
(678) 684-4975 - Fax

February 24, 2006

PROTHONOTARY
CLEARFIELD COUNTY,
COURT OF COMMON PLEAS
PO BOX 549
CLEARFIELD, PA 168300000

RE: CREDIGY RECEIVABLES INC. vs. ALFRED LEROY FRANKLIN IV
Civil Case No.: 051684CD
Court Term: 2005-10

Dear Prothonotary:

Enclosed, please find our Praeclipe to Discontinue Without Prejudice for filing.
Please file the original and return a stamped copy of the Discontinuance in the enclosed
self-addressed, stamped envelope.

Your attention to this matter is greatly appreciated. Should you have any questions,
please feel free to call.

Sincerely,

STEWART & ASSOCIATES, P.C.



Helene B. Raush
Attorney for Plaintiff

Enclosure

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Credigy Receivables Inc.

Vs.
Alfred Leroy Franklin IV

No. 2005-01684-CD

COPY

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 13, 2006, marked:

Discontinued without prejudice

Record costs in the sum of \$85.00 have been paid in full by Helene B. Raush Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 13th day of March A.D. 2006.



William A. Shaw, Prothonotary