

05-2023-CD
Credigy Receivables Inc. vs Carol A.
McGarry

Credigy Receivables vs Carol McGarry
2005-2023-CD

Helene B. Raush
Bar No: 60140
Of Counsel to
Stewart & Associates, P.C.
P.O. Box 2629
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(866) 990-9968 phone
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FILED *1cc*
M 11/22/2004 shff
DEC 29 2004
Atty pd.
William A. Shaw
Prothonotary/Clerk of Courts
85.00

<i>William A. Credigy Receivables Inc.</i>	)	CLEARFIELD COUNTY
	)	COURT OF COMMONS PLEAS
	)	TRIAL DIVISION
Plaintiff,)	
	)	Civil Action No.: <i>05-2023-CD</i>
vs.)	
)	
Carol A McGarry,	)	Arbitration Matter
	)	Assessment of Damages Hearing
	)	Not Required
Defendant.)	

NOTICE

To: Carol A McGarry
2122 River Rd
Curwensville, PA 16833-0000

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 Bar Association
100 South Street
Harrisburg, Pennsylvania 17108
(800) 692-7375

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
Bar No: 60140
Of Counsel to
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P.O. Box 2629
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Health Creditry Receivables Inc.) CLEARFIELD COUNTY
Plaintiff,) COURT OF COMMONS PLEAS
vs.) TRIAL DIVISION
Carol A McGarry,) Civil Action No.:
Defendant.) Arbitration Matter
) Assessment of Damages Hearing
) Not Required

AVISO

To: Carol A Mcgarry
2122 River Rd
Curwensville, PA 16833-0000

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.

Pennsylvania Bar Association
100 South Street
Harrisburg, Pennsylvania 17108
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Helene B. Raush
Bar No: 60140
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Stewart & Associates, P.C.
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Credigy Receivables Inc.,)	CLEARFIELD COUNTY
)	COURT OF COMMON PLEAS
)	TRIAL DIVISION
Plaintiff,)	
	)	Civil Action No.:
vs.)	
Carol A McGarry,	)	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 Carol A McGarry, Defendant, resides at 2122 River Rd, Curwensville, Pennsylvania 16833-0000 located in Clearfield County.
3. Defendant accepted an extension of credit from Fleet Bank (hereinafter the "Original Creditor") on a credit card Account, specifically Account Number 5447180140070947.
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 4168100024642546. 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 4168100024642546.
12. Plaintiff became, and remains, the holder and owner of the Account now referenced as Account Number 10201543, 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 \$3,419.28 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 \$3,419.28 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 \$3,419.28 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 December, 2005.

Helene B. Raush

Helene B. Raush
Bar No: 60140

Of Counsel to
Stewart & Associates, P.C.
P.O. Box 2629
Suwanee, GA 30024
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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 Jennings
AFFIANT

EXHIBIT A

FIRST SELECT CORPORATION

ACCOUNT AGREEMENT

Your FLEET BANK account has been transferred to First Select Corporation. Your FLEET BANK 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 FLEET BANK. 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 FLEET BANK 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 FLEET BANK 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 FLEET BANK own or operate the merchant, or we or FLEET BANK 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 4168100024642546 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 21st day of Dec, 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.

At 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 \$3,419.28, plus interest on account number 10201543.
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 Denay Maddox
AFFIANT

Sworn to and subscribed before me this 21st day of Dec, 2005.

M. Denay Maddox
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: Carol A McGarry	
PLAINTIFF'S ADDRESS: 2877 Paradise Road, Suite 303 Las Vegas, NV 89117		DEFENDANT'S ADDRESS: 2122 River Rd Curwensville, PA 16833-0000	
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 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>12/27/05</u>		SIGNATURE: <u>Helene B. Raush</u>	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101116
NO: 05-2023-CD
SERVICE # 1 OF 1
COMPLAINT (ARBITRATION MATTER)

PLAINTIFF: CREDIGY RECEIVABLES, INC.
vs.
DEFENDANT: CAROL A. MCGARRY

SHERIFF RETURN

NOW, January 11, 2006 AT 11:19 AM SERVED THE WITHIN COMPLAINT (ARBITRATION MATTER) ON CAROL A. MCGARRY DEFENDANT AT 2122 RIVER ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TERRY MCGARRY, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT (ARBITRATION MATTER) AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	STEWART	110849	10.00
SHERIFF HAWKINS	STEWART	110849	29.05

FILED

9/3/06 (S)

MAR 15 2006

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

Chester A. Hawkins
By Marley H. Hays
Chester A. Hawkins
Sheriff

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 p\$20.00*
M 10:50 AM
SEP 12 2006 ICC Notice to Def.

William A. Shaw
Prothonotary/Clerk of Courts

Statement to Atty
(6K)

CREDIGY RECEIVABLES INC.,	)	CLEARFIELD COUNTY
	)	COURT OF COMMON PLEAS
Plaintiff,)	
vs.	)	Civil Action No.: 05-2023-CD
)	
CAROL A MCGARRY,	)	PRAECIPE TO ENTER
	)	DEFAULT JUDGMENT
Defendant.)	

TO THE PROTHONOTARY:

Enter judgment in favor of Plaintiff, CREDIGY RECEIVABLES INC., and against Defendant, CAROL A MCGARRY, 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	\$ 1,855.34
PLUS INTEREST	\$ 2,013.26
ATTORNEY FEES	\$ 371.07
COSTS	\$ 124.05
TOTAL	\$ 4,363.72 (plus additional costs)

POST-JUDGMENT INTEREST AT THE CONTRACT RATE OF 18.00 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, CAROL A MCGARRY, 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.A. § 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,)	
)	
vs.	)	Civil Action No.: 05-2023-CD
CAROL A MCGARRY,)	
)	
	)	NOTICE OF PRAECIPE TO ENTER
	)	JUDGMENT BY DEFAULT
Defendant.)	

TO: CAROL A MCGARRY
2122 RIVER RD
CURWENSVILLE, PA 16833-0000

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.
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CREDIGY RECEIVABLES INC.,)	CLEARFIELD COUNTY
)	COURT OF COMMON PLEAS
Plaintiff,)	
)	
vs.	)	Civil Action No.: 05-2023-CD
)	
CAROL A MCGARRY,	)	NOTICE OF PRAECIPE TO ENTER
	)	JUDGMENT BY DEFAULT
)	
Defendant.)	

TO: CAROL A MCGARRY
2122 RIVER RD
CURWENSVILLE, PA 16833-0000

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 registrar 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, CAROL A MCGARRY.

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	10201543	Charge off Balance	1,855.34
Account Provider	First Select, Inc.	Current Balance	3,992.65
Product	Fleet Bank	Open Date	02/07/1999
Product Type	Credit Card	Charge Off Date	06/30/2002
Account Number#	4168-1000-2464-2546	Last Payment Date	11/06/2001
Account Original ID#	5447-1801-4007-0947	Customer Name	CAROL A MCGARRY
APR	18.000%	Report Date	08/24/2006

STATEMENT
PERIOD: 06/30/2002 To 06/30/2002

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	1,855.34	1,855.34	0.00	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	1,855.34	1,855.34	0.00	0.00

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

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	1,855.34	1,855.34	0.00	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	1,883.70	1,855.34	28.36	0.00

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

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	1,883.70	1,855.34	28.36	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	1,912.50	1,855.34	57.16	0.00

PERIOD: 09/01/2002 To 09/30/2002

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	1,912.50	1,855.34	57.16	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	1,940.80	1,855.34	85.46	0.00

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

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	1,940.80	1,855.34	85.46	0.00

	Total	Principal	Interest	Expenses

ENDING BALANCE	1,970.47	1,855.34	115.13	0.00
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PERIOD: 11/01/2002 To 11/30/2002

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	1,970.47	1,855.34	115.13	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	1,999.62	1,855.34	144.28	0.00

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

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	1,999.62	1,855.34	144.28	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	2,030.19	1,855.34	174.85	0.00

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

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,030.19	1,855.34	174.85	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	2,061.22	1,855.34	205.88	0.00

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

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,061.22	1,855.34	205.88	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	2,089.69	1,855.34	234.35	0.00

PERIOD: 03/01/2003 To 03/31/2003

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,089.69	1,855.34	234.35	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE	2,121.63	1,855.34	266.29	0.00

PERIOD: 04/01/2003 To 04/30/2003

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,121.63	1,855.34	266.29	0.00

	Total	Principal	Interest	Expenses

ENDING BALANCE	2,153.02	1,855.34	297.68	0.00
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PERIOD: 05/01/2003 To 05/31/2003

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,153.02	1,855.34	297.68	0.00

ENDING BALANCE	2,185.94	1,855.34	330.60	0.00
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PERIOD: 06/01/2003 To 06/30/2003

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,185.94	1,855.34	330.60	0.00

ENDING BALANCE	2,218.28	1,855.34	362.94	0.00
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PERIOD: 07/01/2003 To 07/31/2003

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,218.28	1,855.34	362.94	0.00

ENDING BALANCE	2,252.19	1,855.34	396.85	0.00
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PERIOD: 08/01/2003 To 08/31/2003

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,252.19	1,855.34	396.85	0.00

ENDING BALANCE	2,286.62	1,855.34	431.28	0.00
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PERIOD: 09/01/2003 To 09/30/2003

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,286.62	1,855.34	431.28	0.00

ENDING BALANCE	2,320.45	1,855.34	465.11	0.00
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PERIOD: 10/01/2003 To 10/31/2003

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,320.45	1,855.34	465.11	0.00

	Total	Principal	Interest	Expenses
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ENDING BALANCE	2,355.92	1,855.34	500.58	0.00
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PERIOD: 11/01/2003 To 11/30/2003

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,355.92	1,855.34	500.58	0.00

ENDING BALANCE	2,390.78	1,855.34	535.44	0.00
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PERIOD: 12/01/2003 To 12/31/2003

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,390.78	1,855.34	535.44	0.00

ENDING BALANCE	2,427.33	1,855.34	571.99	0.00
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PERIOD: 01/01/2004 To 01/31/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,427.33	1,855.34	571.99	0.00

ENDING BALANCE	2,464.43	1,855.34	609.09	0.00
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PERIOD: 02/01/2004 To 02/29/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,464.43	1,855.34	609.09	0.00

ENDING BALANCE	2,499.68	1,855.34	644.34	0.00
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PERIOD: 03/01/2004 To 03/31/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,499.68	1,855.34	644.34	0.00

ENDING BALANCE	2,537.89	1,855.34	682.55	0.00
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PERIOD: 04/01/2004 To 04/30/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,537.89	1,855.34	682.55	0.00

	Total	Principal	Interest	Expenses

ENDING BALANCE	2,575.44	1,855.34	720.10	0.00
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PERIOD: 05/01/2004 To 05/31/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,575.44	1,855.34	720.10	0.00

ENDING BALANCE	2,614.81	1,855.34	759.47	0.00
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PERIOD: 06/01/2004 To 06/30/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,614.81	1,855.34	759.47	0.00

ENDING BALANCE	2,653.50	1,855.34	798.16	0.00
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PERIOD: 07/01/2004 To 07/31/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,653.50	1,855.34	798.16	0.00

ENDING BALANCE	2,694.06	1,855.34	838.72	0.00
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PERIOD: 08/01/2004 To 08/31/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,694.06	1,855.34	838.72	0.00

ENDING BALANCE	2,735.25	1,855.34	879.91	0.00
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PERIOD: 09/01/2004 To 09/30/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,735.25	1,855.34	879.91	0.00

ENDING BALANCE	2,775.72	1,855.34	920.38	0.00
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PERIOD: 10/01/2004 To 10/31/2004

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,775.72	1,855.34	920.38	0.00

	Total	Principal	Interest	Expenses
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ENDING BALANCE	2,818.15	1,855.34	962.81	0.00
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PERIOD: 11/01/2004 To 11/30/2004				
	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,818.15	1,855.34	962.81	0.00

ENDING BALANCE	2,859.84	1,855.34	1,004.50	0.00
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PERIOD: 12/01/2004 To 12/31/2004				
	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,859.84	1,855.34	1,004.50	0.00

ENDING BALANCE	2,903.56	1,855.34	1,048.22	0.00
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PERIOD: 01/01/2005 To 01/31/2005				
	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,903.56	1,855.34	1,048.22	0.00

ENDING BALANCE	2,947.95	1,855.34	1,092.61	0.00
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PERIOD: 02/01/2005 To 02/28/2005				
	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,947.95	1,855.34	1,092.61	0.00

ENDING BALANCE	2,988.66	1,855.34	1,133.32	0.00
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PERIOD: 03/01/2005 To 03/31/2005				
	Total	Principal	Interest	Expenses
BEGINNING BALANCE	2,988.66	1,855.34	1,133.32	0.00

ENDING BALANCE	3,034.35	1,855.34	1,179.01	0.00
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PERIOD: 04/01/2005 To 04/30/2005				
	Total	Principal	Interest	Expenses
BEGINNING BALANCE	3,034.35	1,855.34	1,179.01	0.00

	Total	Principal	Interest	Expenses
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ENDING BALANCE	3,079.24	1,855.34	1,223.90	0.00
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PERIOD: 05/01/2005 To 05/31/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	3,079.24	1,855.34	1,223.90	0.00

ENDING BALANCE	3,126.31	1,855.34	1,270.97	0.00
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PERIOD: 06/01/2005 To 06/30/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	3,126.31	1,855.34	1,270.97	0.00

ENDING BALANCE	3,172.57	1,855.34	1,317.23	0.00
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PERIOD: 07/01/2005 To 07/31/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	3,172.57	1,855.34	1,317.23	0.00

ENDING BALANCE	3,221.07	1,855.34	1,365.73	0.00
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PERIOD: 08/01/2005 To 08/31/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	3,221.07	1,855.34	1,365.73	0.00

ENDING BALANCE	3,270.31	1,855.34	1,414.97	0.00
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PERIOD: 09/01/2005 To 09/30/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	3,270.31	1,855.34	1,414.97	0.00

ENDING BALANCE	3,318.69	1,855.34	1,463.35	0.00
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PERIOD: 10/01/2005 To 10/31/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	3,318.69	1,855.34	1,463.35	0.00

	Total	Principal	Interest	Expenses
ENDING BALANCE				

ENDING BALANCE	3,369.43	1,855.34	1,514.09	0.00
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PERIOD: 11/01/2005 To 11/30/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	3,369.43	1,855.34	1,514.09	0.00

ENDING BALANCE	3,419.28	1,855.34	1,563.94	0.00
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PERIOD: 12/01/2005 To 12/31/2005

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	3,419.28	1,855.34	1,563.94	0.00

Transactions

Amount	Transaction Date	Type
100.00	12/20/2005	Legal Expenses
85.00	12/20/2005	Legal Expenses

ENDING BALANCE	3,657.65	1,855.34	1,617.31	185.00
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PERIOD: 01/01/2006 To 01/31/2006

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	3,657.65	1,855.34	1,617.31	185.00

ENDING BALANCE	3,713.56	1,855.34	1,673.22	185.00
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PERIOD: 02/01/2006 To 02/28/2006

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	3,713.56	1,855.34	1,673.22	185.00

ENDING BALANCE	3,764.84	1,855.34	1,724.50	185.00
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PERIOD: 03/01/2006 To 03/31/2006

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	3,764.84	1,855.34	1,724.50	185.00

Transactions

Amount	Transaction Date	Type
60.95	03/24/2006	Legal Expense Reversal

	Total	Principal	Interest	Expenses
ENDING BALANCE	3,761.20	1,855.34	1,781.81	124.05

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

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	3,761.20	1,855.34	1,781.81	124.05

	Total	Principal	Interest	Expenses
ENDING BALANCE	3,816.85	1,855.34	1,837.46	124.05

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

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	3,816.85	1,855.34	1,837.46	124.05

	Total	Principal	Interest	Expenses
ENDING BALANCE	3,875.20	1,855.34	1,895.81	124.05

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

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	3,875.20	1,855.34	1,895.81	124.05

	Total	Principal	Interest	Expenses
ENDING BALANCE	3,932.53	1,855.34	1,953.14	124.05

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

	Total	Principal	Interest	Expenses
BEGINNING BALANCE	3,932.53	1,855.34	1,953.14	124.05

	Total	Principal	Interest	Expenses
ENDING BALANCE	3,992.65	1,855.34	2,013.26	124.05

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 05-2023-CD

2005 - 12 -

Defendant(s)

CAROL A MCGARRY
2122 RIVER RD
CURWENSVILLE, PA 16833-0000

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 \$ 4,363.72, 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 Willie B. Raush 01/20/06
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

CC: [Handwritten stamp]

Credigy Receivables, Inc.
Plaintiff(s)

No.: 2005-02023-CD

Real Debt: \$4,363.72

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Carol A. McGarry
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