

06-1353-CD  
Credigy Rec. vs Larry W Borland

2006-1353-CD  
Credigy Receivables vs Larry Borland

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA**

**CIVIL ACTION- (LAW)**

No. 2006-1353-CD

CREDIGY RECEIVABLES INC.

**Type of Case: Civil**

Type of Pleading: **Petition to Confirm  
Arbitration Award**

**Plaintiff**

v.

Filed on Behalf of: **CREDIGY RECEIVABLES  
INC., PLAINTIFF**

LARRY W BORLAND

**Defendant**

Counsel of Record for this Party:  
Helene B. Raush, Esq.  
Supreme Court No: 60140  
STEWART & ASSOCIATES, P.C.  
P.O. BOX 2629  
SUWANEE, GA 30024  
(866) 990-9968  
(678) 684-4975 (FAX)

Dated: 8/18/06

**FILED**

*8/18/06*  
AUG 22 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

*2 copy to Party.*

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

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CREDIGY RECEIVABLES INC.,	)	CLEARFIELD COUNTY COUNTY
	)	COURT OF COMMONS PLEAS
Petitioner,	)	TRIAL DIVISION
	)	
vs.	)	Civil Action No.:
	)	
LARRY W BORLAND,	)	Notice to File Answer to Petition to Confirm
	)	
Respondent.	)	Arbitration Award as an Original Proceeding

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**Notice to File Answer**

A party to these proceedings has filed a motion to confirm an arbitration award. If you oppose the motion, you are required to file an answer to the motion within thirty (30) days from the date of service setting forth your objections to the motion. If you fail to file an answer, a money judgment based on the arbitration award may be entered against you without further notice. 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.

Un partido a estos actos ha puesto una demanda para confirmar la recompensa del arbitraje. Si usted se opone a este procedimiento, usted es requerido a someter una respuesta al procedimiento dentro de treinta (30) días desde la fecha indicada abajo para explicar sus objeciones al procedimiento. Si usted falla a someter una respuesta, un juicio monetario basado en la demanda del arbitraje puede ser sometido contra usted sin aviso previo. Usted puede perder dinero o propiedad o otros derechos importantes de usted. USTED LE DEBE LLEVAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED no TIENE a UN ABOGADO ni PUEDE PROPORCIONAR UNO, VAYA O LLAME A LA OFICINA MENCIONADA ABAJO PARA AVERIGUAR DONDE USTED PUEDE OBTENER AYUDA LEGAL.

Lawyer Referral C/O Court Admin  
230 E. Market Street  
Clearfield Pennsylvania 16830  
814-765-2641 Ext1300

Respectfully submitted this 18<sup>th</sup> day of Aug., 2006.

*Helene B. Raush*

Helene B. Raush  
Bar No: 60140

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. Rausch  
Attorney for Plaintiff  
Bar No: 60140  
Of Counsel to  
Stewart & Associates, P.C.  
P.O. Box 2629  
Suwanee, GA. 30024  
(866) 990-9968 phone  
(678) 684-4975 fax

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CREDIGY RECEIVABLES, INC.,	)	CLEARFIELD COUNTY COUNTY
	)	COURT OF COMMONS PLEAS
	)	TRIAL DIVISION
Petitioner,	)	
	)	Civil Action No.:
	)	
LARRY W BORLAND,	)	Arbitration Matter
	)	Motion to Confirm Arbitration Award
	)	as an Original Proceeding
Respondent.	)	

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### **PETITION TO CONFIRM ARBITRATION AWARD**

Petitioner CREDIGY RECEIVABLES, INC., by its counsel, Stewart & Associates, P.C., submits this Petition to Confirm the Arbitration Award entered in this cause of action, and in support thereof avers as follows:

1. The Petitioner, CREDIGY RECEIVABLES, INC., was and is, during all times mentioned in this Petition, a corporation organized and existing under the laws of the State of Nevada, with its principal place of business at 2877 Paradise Road, Suite 303, Las Vegas, Nevada 89109.
2. Respondent is a resident of the State of Pennsylvania, who, at all times relevant to this matter, resided or resides at 8439 Mill St, Girard, PA 164170000, located in Clearfield County County.
3. Petitioner files this petition pursuant to Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”) then § 501(a) of the Uniform Arbitration Act, 42 Pa.C.S.A. § 7304(a).
4. Petitioner is the owner of the closed consumer credit account originally requested by Respondent from MBNA (“Original Creditor”) referenced by Original Creditor as account number 5329-0900-1113-7688 (“Account”).
5. The Respondent defaulted on the payment terms of his/her credit agreement with the Original Creditor.

6. The Original Creditor transferred and sold all of its right, title and interest in and to Respondent's Account to FIRST SELECT, INC. ("Prior Creditor"). The account number assigned to Respondent's Account by Prior Creditor was 4168-1000-2211-0231.
7. On December 27, 2002, Prior Creditor transferred and sold all of its right, title and interest in and to Respondent's Account to Petitioner. The Account is now referenced as account number 10186155.
8. All disputes and controversies between the parties were required by the contract to be settled by arbitration as evidenced in the Terms and Conditions. Because of the length of the contract, only the relevant portions have been attached to this Petition and marked as Exhibit "A". Respondent has a complete copy of the contract.
9. FIRST SELECT, INC. requires that the Agreement between the Parties follow the Original Creditor's guidelines as to the applicable law, as evidenced by the FIRST SELECT Legal Notice or Terms and Conditions attached hereto as Exhibit "B".
10. In order to resolve the dispute between the parties, a single arbitrator or a panel of arbitrators was appointed and held a hearing on August 22, 2005.
11. The Respondent defaulted on the payment terms of his/her credit agreement with the Original Creditor. Original Creditor or its assignee declared the Respondent in Default under the terms of the credit contract and commenced collection proceedings against the Respondent.
12. On August 22, 2005 the Respondent defaulted by failing to appear and the arbitrator found for the Petitioner and awarded the sum of \$5557.82 to petitioner. A true and complete copy of the decision and award of the arbitrators is attached as Exhibit to this Petition and marked as Exhibit "C".
13. More than thirty days have passed since entry of the arbitrators' award, and respondent has taken no action to contest its validity.

WHEREFORE, petitioner requests that this Court enter an Order confirming the arbitration award and that judgment be entered against respondent for the full amount of the award, plus interest, costs, and such other relief as the Court deems appropriate.

Respectfully submitted this 18<sup>th</sup> day of Aug, 2005.



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

Credit Card Agreement

General

In this Credit Card Agreement, the words "you" and "your" refer to each and all of the persons who accept a credit card issued by us or under an account we hold. This Credit Card Agreement (the "Agreement") consists of this document and the terms and conditions set forth in the Required Federal Disclosures section of the accompanying card carrier, which is incorporated herein and made a part hereof. The words, "we," "us," "our" and "MBNA America" mean MBNA America Bank, N.A.

When you accept or use the account you agree to the terms in this Agreement. You should sign your card before you use it.

You consent to and authorize MBNA America, any of its affiliates, or its marketing associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of those companies.

All capitalized terms not defined herein shall have the meaning as defined in the Required Federal Disclosures section of your card carrier.

Information Gathering and Sharing

From time to time, we may obtain updated information about you including, for example, credit information. We may share information about you with credit reporting agencies and others, including merchants, and among companies affiliated with us. You may request that information about you not be shared among our affiliates, other than information pertaining solely to transactions or experiences between you and us (or an MBNA America affiliate), by writing us at MBNA, Affiliate Information Sharing, P.O. Box 15342, Wilmington, DE 19850-5342. Please include your name, address, home phone number and all MBNA America account numbers.

If you believe that inaccurate or incomplete information about you or your account has been shared by us with a credit reporting agency, write to us at: MBNA, Credit Reporting Agencies, P.O. Box 17054, Wilmington, DE 19884-7054. Please include your name, address, home phone number, and account number, and explain which information you believe is inaccurate or incomplete.

~~deleting, or changing provisions in~~ ~~inpliance with the~~

applicable notification requirements of federal law and the laws of the State of Delaware. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. The amended Agreement (including any higher rate or other higher charges or fees) will apply to the entire unpaid balance, including the balance existing before the amendment became effective. We may replace your credit card with another card at any time.

### Assignment

We may at any time, and without notice to you, assign your account, any sums due on your account, this Agreement or our rights or obligations under your account or this Agreement to any person or entity. The person or entity to whom we make any such assignment shall be entitled to all of our rights and/or obligations under this Agreement, to the extent assigned.

### Credit Limit

Your credit limit is shown on your card carrier and generally on each monthly statement. We may change your credit limit or limits from time to time, and we will notify you if we do. The total amount of credit outstanding at any time must not be more than your credit limit. We may also establish a separate credit limit for Cash Advances. If we do, your outstanding Cash Advance balance may not exceed this Cash Advance limit.

### Request for Credit Over Your Credit Limits

If you request credit in any form which, if granted, would result in either your total outstanding balance or your Cash Advance balance, including authorized transactions not yet posted to your account, being more than your credit limit or your Cash Advance credit limit, if we have established one for you, (whether or not such balances before the request were more than the respective credit limit), we may: (1) honor the request without permanently raising your credit limit; (2) honor the request and treat the amount which is more than your credit limit

~~is immediately due, or (3) we refuse to honor the request.~~

We may advise the person who made the request that it has been refused. If we refuse to honor a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously honored requests for credit over your credit limit, it does not mean that we will honor further overlimit requests. If we decide to honor such a request, we may assess an Overlimit Fee as provided in this Agreement.

### Unauthorized Use of Your Card

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-789-6701.

### Governing Law

This Agreement is made in Delaware. It is governed by the laws of the State of Delaware, without regard to its conflict of laws principles, and by any applicable federal laws.

If any part of this Agreement is found to be invalid, the rest remains effective. Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

### Litigation

The Arbitration provisions below apply to you unless you were given the opportunity to reject the Arbitration provisions and you did so reject them; in which case, you agree that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

**Arbitration:** Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief), including Claims regarding the applicability of this Arbitration Section or the validity of the entire

~~Agreement or any prior Agreement shall be resolved by~~  
binding arbitration.

The arbitration shall be conducted by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, [www.arb-forum.com](http://www.arb-forum.com), or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, administrative and hearing fees which you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§. 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor any claims or privilege recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury and no Claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim. This Arbitration Section applies to all Claims now in existence or that may arise in the future.

This Arbitration Section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you

or sale of the debt by us.

For the purposes of this Arbitration Section, "we" and "us" means MBNA America Bank, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and any purchaser of your account, and all of their officers, directors, employees, agents and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us. Also, for the purposes of this Arbitration Section, "you" or "yours" shall mean any person or entity approved by us to use the Account, including but not limited to all persons or entities contractually obligated on the Account and all authorized users of the account.

If any part of this Arbitration Section is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration Section shall be enforceable without regard to such invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION AGREEMENT IS THAT, EXCEPT AS PROVIDED ABOVE, CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD HAVE BEEN TRIED BEFORE A JURY, AS CLASS ACTIONS OR AS PRIVATE ATTORNEY GENERAL ACTIONS.

### Platinum Plus Coverage Credit Insurance Benefits, Limitations, Costs & Exclusions

Platinum Plus Coverage pays your minimum monthly payment\* up to your balance on the date of loss (not to exceed \$15,000), until you return to work\*\* if you are involuntarily unemployed, totally disabled, or if you or your spouse takes covered family leave. Platinum Plus Coverage also pays your insured outstanding balance up to the least of your outstanding balance, your credit limit, or \$15,000 if you die.

## EXHIBIT B

# 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 30<sup>th</sup> 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 MBNA account has been transferred to First Select Corporation. Your MBNA 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 MBNA. 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 MBNA account term ("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 MBNA 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 MBNA own or operate the merchant, or we or MBNA mailed you the advertisement for the property or services.



NATIONAL

ARBITRATION

FORUM®

EXHIBIT

69644

August 22, 2005

Larry W Borland  
8439 Mill St  
Girard, PA 16417-0000

Credigy Receivables, Inc.  
c/o Stewart & Associates, P.C., Attorneys at Law  
Chuck Deloatche, Esq.  
3950 Johns Creek Court.  
Suite 100  
Suwanee, GA 30024

**RE: Credigy Receivables, Inc. v Larry W Borland**

**File Number: FA0506000500423**

**Claimant Reference Number: 10186155**

Dear Parties:

Enclosed and served upon you by United States Mail is a copy of the **Award**, which has been entered in this matter.

This case is now closed with the National Arbitration Forum. All future inquiries regarding this case should be directed to the opposing Party.

Sincerely,

Laura Johnson  
Case Coordinator  
Enclosure



# EXHIBIT C

NATIONAL  
ARBITRATION  
FORUM®

Credigy Receivables, Inc.  
c/o Stewart & Associates, P.C., Attorneys at Law  
3950 Johns Creek Court  
Suite 100  
Suwanee, GA 30024

**CLAIMANT(s),**

**AWARD**

**RE: Credigy Receivables, Inc. v Larry W Borland**  
**File Number: FA0506000500423**  
**Claimant File Number: 4168100022110231**

Larry W Borland  
8439 Mill St  
Girard, PA 16417-0000

**RESPONDENT(s).**

The undersigned Arbitrator in this case FINDS:

1. That no known conflict of interest exists.
2. That on or before 06/17/2005 the Parties entered into an agreement providing that this matter shall be resolved through binding arbitration in accordance with the Forum Code of Procedure.
3. That the Claimant has filed a Claim with the Forum and served it on the Respondent in accordance with Rule 6.
4. That the matter has proceeded in accord with the applicable Forum Code of Procedure.
5. The Parties have had the opportunity to present all evidence and information to the Arbitrator.
6. That the Arbitrator has reviewed all evidence and information submitted in this case.
7. That the information and evidence submitted supports the issuance of an Award as stated.

**Therefore, the Arbitrator ISSUES:**

An Award in favor of the **Claimant**, for a total amount of **\$5,557.82**.

Entered in the State of Pennsylvania

John Adam Kerns, Jr., Esq.  
Arbitrator

Date: 08/22/2005

**ACKNOWLEDGEMENT AND CERTIFICATE  
OF SERVICE**

This Award was duly entered and the Forum hereby certifies that a copy of this Award was sent by first class mail postage prepaid to the Parties at the above referenced addresses, or their Representatives, on this date.

Honorable Harold Kalina, Ret.  
Director

**VERIFICATION**

The undersigned does hereby verify subject to the penalties of 18 Pa.CS § 4904 relating to unsworn falsification to authorities, that he/she, Amanda Sandage, is duly authorized to execute this affidavit on behalf of the Plaintiff, CREDIGY RECEIVABLES INC. The Affiant has reviewed the business records of the Plaintiff, as pertaining to Respondent LARRY W BORLAND, kept in the normal course of business and the facts set forth in the foregoing Petition are true and correct based on information and belief.

CREDIGY RECEIVABLES, INC.,

BY:

Amanda Sandage  
AFFIANT

Date: 8/19/06

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

CREDIGY RECEIVABLES, INC.

Plaintiff

vs.

LARRY W. BORLAND

Defendant

\* NO. 2006-1353-CD

\*

\*

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\*

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FILED

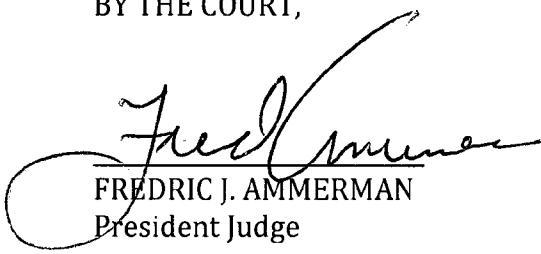
MAR 26 2013

Z 013-366  
William A. Shaw  
Prothonotary/Clerk of Courts

ORDER

NOW, this 15<sup>th</sup> day of March, 2013, upon the Court's review of the record, with the Court noting that a Petition to Confirm Arbitration Award dated August 22, 2006 was filed by Stewart & Associates, the Court considers this case to be concluded. The Prothonotary shall code the case in Full Court as Z-ARBBDA.

BY THE COURT,

  
FREDRIC J. AMMERMAN

President Judge

PLF

HELEN RAUST  
STEWART & Assoc.  
P.O. BOX 2629  
SUWANEE, GA

30024

DEK

8439 MILL ST.

GIRARD, PA. 16417

FILED

MAR 26 2013

William A. Shaw  
Prothonotary/Clerk of Courts