

02-09-CD
PROVIDIAN NATIONAL BANK -vs- NANCY E. SHENKLE

VALERIE ROSENBLUTH PARK, ESQUIRE

Attorney I.D. #72094

PARK LAW ASSOCIATES, P.C.

25 East State Street

P.O. Box 1779

Doylestown, PA 18901

(215) 348-5200

ATTORNEY FOR PLAINTIFF

CLEARFIELD COUNTY COURT OF COMMON PLEAS

PROVIDIAN NATIONAL BANK

Plaintiff

VS.

NANCY E SHENKLE

Defendant

NO. 02-09-CD

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for other claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO, OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

FILED

JAN 03 2002

William A. Shaw
Prothonotary

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 32

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

VALERIE ROSENBLUTH PARK
ATTORNEY I.D. # 72094
PARK LAW ASSOCIATES, P.C.
25 EAST STATE STREET, P.O. BOX 1779
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF
ACT#:4428562900100780

CLEARFIELD COUNTY COURT OF COMMON PLEAS

PROVIDIAN NATIONAL BANK
295 MAIN STREET
TILTON, NH 03276

PLAINTIFF

VS

NANCY E SHENKLE
RR 4 BOX 405
DU BOIS, PA 15801-9543

DEFENDANT

NO. 02-09-CD

CIVIL ACTION

1. The Plaintiff, PROVIDIAN NATIONAL BANK, is a national banking association organized and existing under and by virtue of the laws of the United States of America. Plaintiff solicits and maintains consumer credit accounts in Pennsylvania and is the owner of this account, which is the subject matter of this action.
2. The Defendant, NANCY E SHENKLE, has a mailing address at RR 4 BOX 405, DU BOIS, PA 15801-9543, .
3. The Defendant is indebted to Plaintiff on the credit account by virtue of charges or cash advances incurred by the Defendant or authorized by the Defendant on a credit card or line of credit

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owned by the Plaintiff bearing account number 4428562900100780.

4. The Defendant requested an account, account number 4428562900100780, which is owned by the Plaintiff, and an Account Agreement was sent to the Defendant. A copy of the Agreement is attached hereto as Exhibit "A" and made a part hereof.

5. The Defendant has failed to pay the amount owed in accordance with the Account Agreement and has failed to pay the outstanding debt as agreed.

6. The Defendant is indebted to the Plaintiff in the amount of \$10,220.81 as of 11/22/2001, plus pre-judgment contractual interest at the rate of 23.30% per annum, less payments made.

7. In accordance with the documentation attached as Exhibit "A," Plaintiff is entitled to reasonable attorney's fees, and Plaintiff will incur attorney's fees in the amount of \$1,737.00.

WHEREFORE, Plaintiff demands that judgment be rendered in favor of the Plaintiff, PROVIDIAN NATIONAL BANK, and against the Defendant in the amount of \$10,220.81, plus pre-judgment interest at the contractual rate of 23.30% per annum from 11/22/2001 until the date of the judgment herein, plus reasonable attorney's fees in the amount of \$1,737.00, less payments made, plus costs and any other such relief as this Court deems reasonable and just.

COUNT I- ALTERNATIVE

8. Plaintiff hereby incorporates paragraphs 1 through 7 above as though set forth in full.

9. The Defendant received a monetary benefit, which was in fact appreciated by the Defendant.

10. The Defendant accepted the benefits.

11. By virtue of the circumstances surrounding the request for funds made, the Defendant knowingly requested the funds at issue

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and/or knowingly and voluntarily accepted the benefits bestowed.

12. It would be inequitable for this Court to allow the Defendant to retain the benefits of the funds or to be unjustly enriched at the expense of the Plaintiff or allow the Defendant to retain the value of the funds at issue without repaying the Plaintiff the value of same.

WHEREFORE, Plaintiff demands that judgment be rendered in favor of the Plaintiff, PROVIDIAN NATIONAL BANK, and against the Defendant in the amount of \$10,220.81, plus pre-judgment interest at the contractual rate of 23.30% per annum from 11/22/2001 until the date of the judgment herein, plus reasonable attorney's fees in the amount of \$1,737.00, less payments made, plus costs and any other such relief as this Court deems reasonable and just.

PARK LAW ASSOCIATES, P.C.

BY: 

VALERIE ROSENBLUTH PARK, ESQUIRE

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, IT IS REQUIRED THAT WE STATE THE FOLLOWING TO YOU: THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

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VERIFICATION

I, SUSAN COWHERD, declare that: I am a Designated Agent of PROVIDIAN NATIONAL BANK, the Plaintiff in this action, and I am duly authorized to make this verification on its behalf. I have read the foregoing complaint and know the contents thereof; that the same is true of my own knowledge, except as to those matters stated on information and belief and, as to those matters, I believe them to be true. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

I declare under penalty of perjury that the foregoing are true and correct.

Executed at Jefferson County, in the State of Kentucky.



Date


Designated Agent

tion, including finance charges. We can apply any unpaid amount to your credit line. You do not have to pay any questioned amount if we are investigating, but you are still obligated to pay the parts of our bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charge related to any questioned amount. If we didn't 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 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 as delinquent, we will tell you that you still refuse to pay. If you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we reported you to that you question your bill. If we must tell anyone we reported you to that you question your bill, we must tell you the name of anyone we reported you to. We must also tell you the amount we reported you to. If we must tell anyone we reported you to that the matter has been settled between us and you, we must tell you that. If we don't follow these rules, we can't collect the first payment on the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of the goods or services you purchased with our 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 exceptions on this right: (a) you must have made the purchase in your 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 we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Providian National Bank MEMBER FDIC

PROVIDIAN
Financial

578

11117

A

26260
2033

Providian National Bank



This Account Agreement includes changes to the terms of your account. Important changes have been highlighted. These changes will take effect on or after June 1, 1998. Most of the terms of your account remain the same. Your First Unhappy account was closed and therefore will continue to be closed. You can continue to pay off the remaining balance under the terms of this Agreement.

Please review this document carefully and keep it with your other important papers.

ACCOUNT AGREEMENT

This Account Agreement contains the terms that govern your VISA® or MasterCard® account (the "Account"). In this Agreement, "you" and "your" mean each person for whom this Account was opened. "We," "our," "us," and "us" mean Providian National Bank or its assignees. If the Account was opened as a joint account, we may act on the instructions of either joint account holder. You and we agree as follows:

Payments. You will receive a monthly statement showing your outstanding balance. Payment on the Account is required in U.S. dollars (checks must be payable at a U.S. office of the bank the check is drawn on) for at least the payment due, as shown on your statement, by the payment due date in accordance with payment instructions on your monthly statement.

The payment due will normally be 2% of the new balance shown on your statement (or 2.2% if an Annual Percentage Rate applied to your Account is higher than 21.9%) plus the amount of any past due payment, plus the amount by which the new balance exceeds your credit line, plus fees for certain optional services. However, the payment due will not be less than \$15 (unless your new balance is less than \$15, in which case the payment due will be the amount of the new balance). If your Account is past due or above the credit line, we may require a higher minimum payment, but we will notify you before doing so. If your payment is more than the payment due, it will be treated as a full payment and none of it will be applied to future payments due. We accept late or partial payments, or payments marked "paid in full" or marked with other testations, without losing our right to collect all amounts owing under this Agreement.

If you have made special payment arrangements with either First Union or Providian, you need to continue making the agreed upon payments.

number of days in the billing cycle. You can multiply each of these average daily balances by the number of days in the billing cycle and by the applicable daily periodic rate to obtain subtotals, and then add the two subtotals together to determine the total amount of finance charges on your balances for the billing cycle.

Fees. We will charge your Account up to \$29 for each returned payment check; each billing cycle within which your Account is delinquent (late charge); and each billing cycle within which your balance exceeds your credit line.

If you request copies of billing statements that were first sent to you more than three months earlier, we may charge a handling fee of \$2 for each such copy.

Default. You will be in default: if any information you provided to us or First Union proves to be incomplete or untrue; if you do not comply with any part of this Agreement; upon your death, bankruptcy or insolvency; if you do not pay other debts when due; if a bankruptcy petition is filed by or against you; or if we believe in good faith that you may not pay or perform your obligations under this Agreement. If you are in default, we may, without further demand or notice, declare your Account balance immediately due and payable and use any remedy we may have. In the event of your default, the outstanding balance on your Account shall continue to accrue interest at the disclosed APR(s), even if we have filed suit to collect the amount you owe.

Promises to Pay. You promise to pay us when due all amounts borrowed when you or someone else uses your Account (even if the amount charged exceeds your permission), all other transactions & charges to your Account, and collection costs we incur, including attorney's fees and court costs. (If we sue you, we will not be limited to reasonable attorney's fees and court costs. If we sue to collect the debt and you win the suit, we will pay your reasonable attorney's fees and court costs.)

Changes. After we provide you any notice required by law, we may change any part of this Agreement and add, or remove requirements. If a change is made to the Finance Charges section of this Agreement, the new finance charge calculation will apply to your entire Account balance from the effective date of the change. Changes will apply to balances that include items posted to your Account before the date of the change.

Personal Information; Documents. You will provide us at 10 days notice if you change your name, home or mailing address, telephone numbers, employment, or income. Upon our request, we will provide us with additional financial information. We reserve the right to obtain information from others, including credit reporting agencies, and to provide your address and information about you to others. We may also share information with our business affiliates. However, you may write to us at any time instructing us to share credit information with our affiliates. If you do not fulfill obligations under this Agreement, a negative credit report reflecting on your credit record may be submitted to credit reporting agencies.

Waiver of Certain Rights. We may delay or waive enforcement of any provision of this Agreement without losing our right to enforce it any other provision here. You waive: the right to presentment, demand, protest, or notice of dishonor; any applicable statute of limitations; and any right you may have to require us to proceed against anyone be before we file suit against you.

Applicable Law; Severability; Assignment. No matter where, five, this Agreement and your Account are governed by Federal law in New Hampshire law. This Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. If any provision of this Agreement is held to be invalid or unenforceable, you and we will consider that provision modified to conform to applicable law, and the rest of the provisions in the Agreement will still be enforceable. We may transfer or assign our right to all or some of your payments. If state law requires that you receive notice of such an event to protect the purchaser or assignee, we may give you such notice by filing a financing statement with the state's Secretary of State.

Notices. Other notices to you shall be effective when deposited in the mail addressed to you at the address shown in our records, unless a longer notice period is specified in this Agreement or by law, which period shall start upon mailing. Notice to us shall be mailed to our address for Customer Service on your statement (or other address we may specify) and shall be effective when we receive it.

Your Billing Rights—Keep This Notice for Future Reference
This notice contains important information about your rights and 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 our Customer Service listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the bill on which the error or problem appeared. You can telephone us, doing so will not preserve your rights.

In your letter, give us the following:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe it is an error. If you need more information, describe the information not sure about.

**Your Rights and Our Responsibilities After
We Receive Your Written Notice**

We must acknowledge your letter within 30 days, unless we 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 correct or explain why we believe any amount you question on your letter, we cannot try to collect any amount for the amount you question as delinquent. We can continue to bill you for the amount.

FILED

JAN 03 2002

att pd 80

Wm/2:30 p.m.
William A. Shaw
Prothonotary
1cc to Sden:HP

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11931

PROVIDIAN NATIONAL BANK

02-09-CD

VS.

SHENKLE, NANCY E.

COMPLAINT

SHERIFF RETURNS

NOW JANUARY 9, 2002 AT 12:20 PM EST SERVED THE WITHIN COMPLAINT
ON NANCY E. SHENKLE, DEFENDANT AT RESIDENCE, rr#4 BOX 405, DUBOIS,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO NANCY E. SHENKLE A
TRUE AND ATTETED COPY OF THE ORIGINAL COMPLAINT ON NANCY E.
SHENKLE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND
MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: COUDRIET

Return Costs

Cost Description

30.35 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY: ATTY.

FILED

MAR 25 2002

0930 am
William A. Shaw

So Answered Prothonotary

Sworn to Before Me This

25th Day Of March 2002

Jacqueline Kendrick
Deputy Prothonotary

My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield PA

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

VALERIE ROSENBLUTH PARK
ATTORNEY I.D. # 72094
PARK LAW ASSOCIATES, P.C.
25 EAST STATE STREET
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE
TRUE AND CORRECT ADDRESS IS:
PLAINTIFF: 295 MAIN STREET
TILTON, NH 03276
DEF: RR 4 BOX 405
DU BOIS, PA 15801-9543
4428562900100780

CLEARFIELD COUNTY COURT OF COMMON PLEAS

PROVIDIAN NATIONAL BANK
Plaintiff

VS

NANCY E SHENKLE
Defendant

NO.0209CD

PRAECIPE FOR JUDGMENT

02-09-CD
FILED

MAR 14 2002

TO THE PROTHONOTARY:

Please enter Judgment in favor of the Plaintiff and against the said Defendant for failure to plead or otherwise respond to the Complaint and assess the damages as follows:

William A. Shaw
Prothonotary

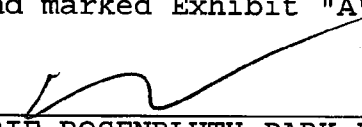
AMOUNT OF CLAIM	\$10,220.81
ATTORNEY FEES	\$1,737.00
PLUS ACCRUED INTEREST	\$672.03
LESS PRINCIPAL PAID	(\$0.00)
LESS OTHER PAYMENTS	(\$0.00)

TOTAL

\$12,629.84
PLUS ADDITIONAL COSTS

I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

I certify that written notice of the intention to file this Praecipe was mailed or delivered to the party against whom judgment is to be entered and to the attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe. A true and correct copy of the notice pursuant to Pennsylvania Rule of Civil Procedure No. 237.1 is attached hereto and marked Exhibit "A".


VALERIE ROSENBLUTH PARK, ESQUIRE
Attorney for the Plaintiff

AND NOW, March 14, 2002, Judgment is entered in favor of the Plaintiff and against the Defendant by Default for want of an Answer and damages assessed in the sum set forth in the above certification.

Will. L. Lush

PROTHONOTARY

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, IT IS
REQUIRED THAT WE STATE THE FOLLOWING TO YOU. THIS IS AN ATTEMPT
TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.

William A. Shaw

FILED

Atty pd. 20.00

MAR 14 2002

Notice to Self

Statement to Atty

William A. Shaw
Prothonotary

WAS

VALERIE ROSENBLUTH PARK
ATTORNEY I.D. # 72094
PARK LAW ASSOCIATES, P.C.
25 EAST STATE STREET, P.O. BOX 1779
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

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TILTON, NH 03276
DEF: RR 4 BOX 405
DU BOIS, PA 15801-9543

CLEARFIELD COUNTY COURT OF COMMON PLEAS

PROVIDIAN NATIONAL BANK
Plaintiff

VS
NANCY E SHENKLE
Defendant

02-09-CD
NO. 0209CD

**NOTICE OF PRAECIPE FOR
ENTRY OF DEFAULT JUDGMENT**

TO: NANCY E SHENKLE
RR 4 BOX 405
DU BOIS, PA 15801-9543

DATE OF NOTICE: 2/22/02

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(800) 692-7375

PARK LAW ASSOCIATES, P.C.

BY: 
VALERIE ROSENBLUTH PARK, ESQ.

cc:

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EXHIBIT A

VALERIE ROSENBLUTH PARK
ATTORNEY I.D. # 72094
PARK LAW ASSOCIATES, P.C.
25 EAST STATE STREET
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE
TRUE AND CORRECT ADDRESS IS:
PLAINTIFF: 295 MAIN STREET
TILTON, NH 03276
DEF: RR 4 BOX 405
DU BOIS, PA 15801-9543

CLEARFIELD COUNTY COURT OF COMMON PLEAS

PROVIDIAN NATIONAL BANK
Plaintiff

VS

NANCY E SHENKLE
Defendant

02-09-CD
NO. 0209CD

COPY

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below:

- ☒ Judgment by Default
- ☐ Money Judgment
- ☐ Judgment in Replevin
- ☐ Judgment in Possession
- ☐ Judgment on Award of Arbitration
- ☐ Judgment on Verdict
- ☐ Judgment on Court Findings
- ☐ Judgment on District Justice Transcripts
- ☐ Judgment on Judgment Note
- ☐ Judgment on Writ of Revival
- ☐ Praecipe to Reassess Damages

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE,
PLEASE CALL: Park Law Associates, P.C. at this telephone
number: (215) 348-5200.

PROTHONOTARY:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, IT IS
REQUIRED THAT WE STATE THE FOLLOWING TO YOU. THIS IS AN ATTEMPT
TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.

VALERIE ROSENBLUTH PARK
ATTORNEY I.D. # 72094
PARK LAW ASSOCIATES, P.C.
25 EAST STATE STREET
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE
TRUE AND CORRECT ADDRESS IS:
PLAINTIFF: 295 MAIN STREET
TILTON, NH 03276
DEF: RR 4 BOX 405
DU BOIS, PA 15801-9543

CLEARFIELD COUNTY COURT OF COMMON PLEAS

PROVIDIAN NATIONAL BANK
Plaintiff

VS

NANCY E SHENKLE
Defendant

NO. 0209CD

02-09-CD


VERIFICATION OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF BUCKS :

VALERIE ROSENBLUTH PARK, Esquire, being duly sworn according to law, deposes and says that she will make this affidavit on behalf of the within Plaintiff, being authorized to do so, and that she believes and therefore avers, that NANCY E SHENKLE, Defendant is over 21 years of age; that his/her place of residence/business is located at RR 4 BOX 405 DU BOIS, PA 15801-9543 and that he/she is employed and that he/she is not in the Military or Naval Service of the United States or its Allies or otherwise within the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1940 and its amendments.

PARK LAW ASSOCIATES, P.C.

BY:


Valerie Rosenbluth Park
Attorney for Plaintiff

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

COPY

Providian National Bank
Plaintiff(s)

No.: 2002-00009-CD

Real Debt: \$12,629.84

Atty's Comm:

Vs.

Costs: \$

Int. From:

Nancy E. Shenkle
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 14, 2002

Expires: March 14, 2007

Certified from the record this 14th day of March, 2002.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt,
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

CLEARFIELD COUNTY COURT OF COMMON PLEAS

PROVIDIAN NATIONAL BANK

Plaintiff

VS.

NANCY E. SHENKLE

Defendant

NO. 02-09-CD

PRAECIPE TO WITHDRAW DEFAULT JUDGMENT WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly Withdraw the Default Judgment in the above captioned matter without prejudice upon payment of your costs.

PARK LAW ASSOCIATES P.C.

BY:


VALERIE ROSENBLUTH PARK, ESQ.

FILED

MAR 21 2002

M12.06.02
William A. Shaw *ES*
Prothonotary *7/2/02*

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD, PENNSYLVANIA

PROVIDIAN NATIONAL BANK
Plaintiff

VS.

NANCY E SHENKLE
Defendant

NO. 0209CD

02-09-CD

SUGGESTION OF BANKRUPTCY

FILED

APR 01 2002

M 11:20 AM
William A. Shaw
Prothonotary

TO THE PROTHONOTARY:

Kindly note that it has been suggested that the Defendant in the above-captioned matter has filed a Petition for Bankruptcy in the United States Bankruptcy Court, and thus this case must be stayed.

Respectfully submitted,

PARK LAW ASSOCIATES, P.C.

BY:  VALERIE ROSENBLUTH PARK, ESQ.